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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

ROBERT SHANNON, BRENELL
WHITFIELD, and ADRIANA
VALDEZ, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

BURTON RESTAURANTS, LLC;
HIGH PERFORMANCE
HOSPITALITY LLC; and DOES 1-20,
inclusive,
Defendants.

CASE No. **37-2022-00025778-CU-OE-CTL**

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

Hearing Date: October 18, 2024
Hearing Time: 8:30 a.m.
[Hearing scheduled by Order dated April 18, 2024]

Judge: Hon. Blaine Bowman
Dept.: C-74

Action Filed: June 30, 2022
Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class and Collective Action Settlement Agreement and Release
28 (the “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendants Burton

1 Restaurants, LLC and High Performance Hospitality LLC ("Defendants") reached a full and final
2 settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with the
3 Court. As consideration for this Settlement, the Gross Settlement Amount is Seven Hundred and Fifty
4 Thousand Dollars (\$750,000). (Agreement at ¶¶ 1.23.) Under the Settlement, the Gross Settlement
5 Amount consists of the following elements: (1) all amounts payable to Participating Individuals; (2) Fee
6 Award and Class Counsel's Costs Award; (3) Administration Costs; (4) the Service Awards to the
7 Plaintiffs; and (5) the PAGA Settlement Amount. (Agreement at ¶ 1.23.)

8 (b) The Gross Settlement Amount does not include Defendants' share of payroll taxes. (Agreement
9 at ¶¶ 1.23, 10.6.) The Gross Settlement Amount shall be all-in with no reversion to Defendants.
10 (Agreement at ¶ 1.23.)

11 (c) Within sixty (60) calendar days after the final approval order, Defendants shall deposit half of
12 the Gross Settlement Amount into an interest-bearing Qualified Settlement Fund ("QSF") established by
13 the Administrator. Within six (6) months of the final approval order, Defendants shall deposit the
14 remaining half of the Gross Settlement Amount into an interest-bearing QSF established by the
15 Administrator along with the employer portion of payroll taxes. fifteen (15) days of the Effective Date,
16 Defendants shall deposit the Gross Settlement Amount with the Administrator. (Agreement at ¶ 10.1.)
17 The Administrator shall mail all Settlement Awards to Participating Class Members, Opt-In Plaintiffs, and
18 Aggrieved Employees within ten (10) days after the Effective Date or as soon as reasonably practicable
19 thereafter. (Agreement at ¶ 10.11.)

20 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
21 amounts for the PAGA Settlement Amount, the Service Awards to the Plaintiffs, the Fee Award and Class
22 Counsel's Costs Award, and Administration Costs (called the "Net Settlement Amount") shall be allocated
23 to the Participating Class Members and Collective Members. (Agreement at ¶¶ 1.23.) The Net Settlement
24 Amount shall be split into 2/3 towards the State Law Class Settlement with Participating Class Members
25 and 1/3 towards the FLSA Collective Settlement with Opt-In Plaintiffs further broken down as follows:
26 The State Law Class Settlement checks of Participating Class Members, shall be a pro rata portion of the
27 2/3 of the Net Settlement Amount based on their individual workweeks during the Class Period. The
28 FLSA Collective Settlement Checks of Opt-In Plaintiffs, shall be a pro rata portion of the 1/3 of the Net

1 Settlement Amount based on their individual workweeks during the Collective Period. (Agreement at ¶
2 10.2.5.) Workweeks will be based on Defendants' records, however, Class Members will have the right
3 to challenge the number of Workweeks.

4 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
5 the Court by mailing the notice packets after updating class members' addresses using the National Change
6 of Address database and, for any notice packets returned as undeliverable, re-mailing such notices to any
7 forwarding address provided or updated address located. Declaration of Taylor Mitzner ("Mitzner Decl.")
8 ¶¶ 2-6. Class Members were provided with the opportunity to exclude themselves or "opt out" if they did
9 not want to participate in the settlement. (Agreement at ¶ 6.9, Ex. A.) Mitzner Decl. ¶ 9, Exh. A.
10 Significantly, there have been no objections and only no requests to opt-out. Mitzner Decl. ¶¶ 9-10. As
11 such, the entire Class (100%) will participate in the Settlement and will be sent a settlement check. *See*
12 Mitzner Decl. at ¶ 12. All Aggrieved Employees, including those who submit an opt-out request, will still
13 be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released
14 PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 10.2.6.) Finally, the Notice
15 advised the Class Members of their right to object to the Settlement and/or dispute their Workweeks.
16 (Agreement at ¶¶ 6.8 and 6.9, Ex. A.)

17 (f) A Participating Class Member must cash his or her Individual Class Payment check within 180
18 days after it is mailed. (Agreement at ¶ 10.12.) Any settlement checks not cashed within 180 days will
19 be voided and any funds represented by such checks sent to the California Controller's Unclaimed Property
20 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements
21 of C.C.P. § 384(b). (Agreement at ¶ 10.13.)

22 (g) Phoenix Settlement Administrators was appointed by the Court as the Administrator for the
23 Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for
24 settlement administration in an amount not to exceed \$18,750. (Agreement at ¶ 1.3.) As set forth in the
25 Mitzner Decl. at ¶ 21, the Administration Expenses Payment, including fees and costs incurred to-date,
26 as well as anticipated fees and costs for completion of the settlement administration, are \$18,750.

27 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
28 not to exceed one-third of the Gross Settlement Amount, as the Fee Award. (Agreement at ¶ 1.18.) Class

1 Counsel will also be allowed to apply separately for an award of Class Counsel's Costs Award in an
2 amount not to exceed \$25,000. (Agreement at ¶ 1.7.) Subject to Court approval, the Agreement provides
3 for a payment of no more than \$10,000 each to the Plaintiffs as the Service Awards. (Agreement at
4 ¶1.40.) In support of this separate motion for attorneys' fees, reimbursement of expenses and service
5 awards, Class Counsel is providing evidentiary support, for these requests, including lodestar.

6 (i) Subject to Court approval, the PAGA Settlement Amount will be paid from the Gross
7 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor
8 Code Section 2698, et seq. ("PAGA"). The PAGA Settlement Amount is \$50,000. (Agreement at ¶
9 1.32.) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be
10 allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as
11 its share of the civil penalties and 25% allocated to the Settlement Awards to the Aggrieved Employees.
12 (Agreement at ¶ 1.32.) As set forth in the accompanying proof of service, the LWDA has been served with
13 this motion and the Agreement.

14 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
15 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
16 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 2.) In sum, the Settlement valued
17 at \$750,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
18 liability and class certification in this case were far from certain in light of the defenses asserted by
19 Defendants. Given the complexities of this case, the defenses asserted, the uncertainty of class
20 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
21 reasonable and adequate, and should be finally approved.

22
23 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
24 dated April 18, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
25 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On May 16,
26 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
27 each class member with the terms of the Settlement, including notice of the claims at issue and the financial
28 terms of the settlement, including the attorneys' fees, costs, and service awards that were being sought,

1 how individual settlement awards would be calculated, and the specific, estimated payment amount to that
2 individual. See Declaration of Taylor Mitzner ["Mitzner Decl."], ¶ 5, Exh. A. In disseminating the notice,
3 the Administrator followed the notice procedures authorized by the Court in its Preliminary Approval
4 Order. Significantly, there have been no objections and no requests to opt-out from the Settlement.
5 Mitzner Decl. ¶¶9-10. As such, the entire Class (100%) will participate in the Settlement and will be sent
6 a settlement check. See Mitzner Decl. at ¶ 12

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

15
16 6. Procedural History of the Litigation

17 (a) On June 30, 2022, Plaintiff Robert Shannon filed this action as a putative class action against
18 Dunkin' Donuts LLC and Defendant Burton Restaurants, LLC. ROA 1. Plaintiff alleged the following
19 causes of action in the Complaint: (1) failure to pay minimum wages; (2) failure to pay overtime wages;
20 (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse business
21 expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay wages timely during
22 employment; (8) failure to pay all wages due upon separation of employment; and (9) violation of Business
23 and Professions Code § 17200, et seq., based on the preceding claims. Id. Also on June 30, 2022, Plaintiff
24 Shannon provided written notice to the LWDA as required by Lab. Code § 2699.3(a). On September 13,
25 2022, Plaintiff filed a request for dismissal of Dunkin' Donuts LLC. The dismissal was granted on
26 September 20, 2022. On September 29, 2022, Plaintiff filed an amended complaint adding a cause of
27 action for enforcement of Lab. Code §§ 2698, et seq. ("PAGA").

28 (b) On December 12, 2022, Plaintiffs Brenell Whitfield and Adriana Valdez provided written notice

1 to the LWDA as required by Lab. Code § 2699.3(a). Thereafter, on or about January 9, 2023, Plaintiffs
2 Brenell Whitfield and Adriana Valdez filed a class action against Defendants alleging: (1) unfair
3 competition in violation of Business and Professions Code §§17200, et seq.; (2) failure to pay minimum
4 wages; (3) failure to pay overtime wages; (4) failure to provide required meal periods; (5) failure to
5 provide required rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse
6 for required business expenses; (8) failure to provide wages when due; and (9) failure to pay sick wages.
7 See ROA 1 for Case No. 37-2023-00001045-CU-OE-CTL. On April 19, 2023, Plaintiffs Brenell Whitfield
8 and Adriana Valdez filed a separate PAGA Complaint in Orange County Superior Court.

9 (c) On October 26, 2023, the Parties filed a stipulation permitting Plaintiff to file a Second
10 Amended Complaint which consolidated all three actions and added a claim under the FLSA.

11 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
12 formal discovery, and the production of documents, class data, and other information, allowing for the full
13 and complete analysis of liabilities and defenses to the claims in the Action. As such, Class Counsel
14 received the data and information for the Class, which was sufficient for Plaintiffs' expert to prepare the
15 valuations of the claims for the Class.

16 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
17 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
18 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendants have
19 engaged in significant research and investigation in connection with the Action. Class Counsel has
20 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
21 to perform an analysis of the data and valuation of the claims.

22 (f) The Parties in all three cases participated in a private mediation with an experienced mediator,
23 Hon. Carl J. West (Ret.), on March 30, 2023. Though the Parties did not reach a settlement at mediation,
24 the mediator continued to communicate with the Parties and ultimately a deal was reached in July 2023.
25 The Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times,
26 the negotiations were arm's length and contentious. The Parties spent the next several months negotiating
27 the terms of the Settlement, which was finalized on October 25, 2023. That same day, Plaintiffs submitted
28 the Settlement to the LWDA pursuant to Lab. Code § 2699(l)(2).

1 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
2 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
3 settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,
4 among other things, that they have complied at all times with the California Labor Code, applicable Wage
5 Order, and all other laws and regulations. Further, Defendants contend that class certification is
6 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendants violated
7 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
8 certification on the basis that the claims meet the requisites for class certification. Without admitting that
9 class certification is proper, Defendants have stipulated that the above Class may be certified for settlement
10 purposes only. The Parties agree that certification for settlement purposes is not an admission that class
11 certification is proper. Further, the Agreement is not admissible in this or any other proceeding as
12 evidence that the Class could be certified absent a settlement. Solely for purposes of settling the Action,
13 the Parties stipulate and agree that the requisites for establishing class certification with respect to the
14 Class are satisfied.

15 (h) Class Counsel has conducted an investigation into the facts of the class action. Informal
16 discovery was obtained, which included the production of hundreds of pages of documents. Class Counsel
17 engaged in a thorough review and analysis of the relevant documents and data with the assistance of an
18 expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
19 information to make an informed judgment regarding the likelihood of success on the merits and the results
20 that could be obtained through further litigation. In addition, Class Counsel previously negotiated
21 settlements with other employers in actions involving nearly identical issues and analogous defenses.
22 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
23 Counsel believes that the settlement with Defendants on the terms set forth in the Agreement is fair,
24 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
25 circumstances, including the risk of significant delay, defenses asserted by Defendants, and potential
26 appellate issues.

27
28 7. History of Settlement Discussions

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

7 (b) The Parties attended an arms-length mediation session with Carl J. West, a respected and
8 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
9 for the mediation, Defendants provided Class Counsel with payroll, time and employment data, a sample
10 of meal and rest break attestations, along with other information regarding the Class Members, various
11 internal documents, and other compensation and employment-related materials. Class Counsel analyzed
12 the data with the assistance of damages expert Berger Consulting and prepared and submitted a mediation
13 brief to the mediator. Following this all-day mediation, the Parties agreed to this Settlement.

14 (c) From August 2023 to October 2023, the settlement agreement and exhibits thereto were
15 finalized and executed. On April 18, 2024, the Court granted the Motion for Preliminary Approval, and
16 entered the Order granting preliminary approval of the settlement as fair and reasonable to the Class.

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

19

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

21 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of the
22 Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices complied with all
23 applicable Labor laws. Defendants argued that Class Members were paid for all time worked and that all
24 work time was properly recorded. Defendants maintained there was no miscalculation of the regular rate
25 when paying wages to the Plaintiffs and the Class. Defendants contend that its meal and rest period
26 policies fully complied with California law and Defendants did not fail to provide the opportunity for
27 legally required meal and rest breaks as Defendants were "not obligated to police meal breaks." *Brinker*
28 *v. Superior Court*, 53 Cal. 4th 1004, 1040 (2012). Finally, Defendants could argue that the Supreme

1 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on
2 liability, value, and class certifiability as to the meal and rest period claims. Defendants also argue that
3 based on its facially lawful practices, Defendants acted in good faith and without willfulness, which if
4 accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. If
5 successful, Defendants' defenses could eliminate or substantially reduce any recovery to the Class. While
6 Plaintiffs believe that these defenses could be overcome, Defendants maintain these defenses have merit
7 and therefore present a serious risk to recovery by the Class.

8 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
9 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
10 of any employees other than themselves. At the time of the mediation, Defendants forcefully opposed the
11 propriety of class certification, arguing that individual issues precluded class certification. Further, as
12 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
13 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
14 been certified. While other cases have approved class certification in wage and hour claims, class
15 certification in this action was hotly disputed and the maintenance of a certified class through trial was by
16 no means a foregone conclusion. As demonstrated by the decision in *Duran*, the complexities and duration
17 of further litigation cannot be overstated. There is little doubt that Defendant would post a bond and
18 appeal in the event of an adverse judgment. A post-judgment appeal by Defendant would have required
19 many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in
20 total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed
21 recovery today outweigh an uncertain result three or more years in the future. Plaintiffs and Class
22 Counsel recognize the expense and length of a trial against Defendant through possible appeals which
23 could take at least another two or three years. Class Counsel also have taken into account the uncertain
24 outcome, the risk of litigation, especially in complex actions such as this one. Class Counsel are also
25 mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted
26 in the Action. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
27 mounted and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate
28 victory. The Settlement confers substantial benefits upon the Class. Based upon their evaluation,

1 Plaintiffs and Class Counsel have determined that the Settlement set forth in the Agreement is in the best
2 interest of the Class.

3 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants' defenses
4 to Plaintiffs' claims. The calculations to compensate for the amount due for the Class at the time of the
5 mediation were calculated by Berger Consulting, Plaintiffs' damage expert. Plaintiffs' unpaid overtime
6 claim was potentially worth up to approximately \$50,000 based on Defendants' records. This claim was
7 based on Plaintiffs' theory that Defendants failed to include retention bonuses in the overtime rate of Class
8 Members and failed to pay for time spent watching mandatory training videos. Plaintiffs found a violation
9 rate of 28.9% for the meal period claim, which resulted in potential damages of approximately \$620,000.
10 Plaintiffs felt this claim was relatively strong, but discounted the claim for settlement based on Defendants'
11 arguments that it made meal periods available but was "not obligated to police meal breaks." Plaintiffs'
12 theory of liability for rest break violation was based on Defendants' allegedly unlawful practice of requiring
13 Plaintiffs and Class Members to work through their rest periods. This claim was potentially worth
14 approximately \$200,000. However, this claim would have relied heavily
15 on Class Member testimony. Defendants surely would have obtained opposing declarations confirming
16 its defenses. Plaintiffs' Counsel also considered the arguable presence of various penalties, and weighed
17 the potential recoveries against probable defenses. Specifically, Defendants could argue that Plaintiffs
18 could not prove the "willful" prong needed to obtain waiting time penalties under Lab. Code § 203.
19 Additionally, Defendants could argue that Plaintiffs could not show that Class Members suffered
20 an "injury" as a result of wage statement violations, as required by Labor Code § 226, or that the wage
21 statements correctly reflected the wages paid. Moreover, Plaintiffs would not recover any of these
22 derivative penalties if they failed to prove the underlying claims. Id. Thus, although these penalty claims
23 could have reached approximately \$3,000,000 combined if Plaintiffs prevailed on every claim, they were
24 heavily discounted.¹ Defendants vigorously disputed Plaintiffs' calculations and exposure theories.

25
26
27 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
28 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
meal or rest periods or other wages were owed given Defendants' position that Plaintiffs and Class

1 Consequently, the Gross Settlement Amount of \$750,000 represents a reasonable percentage of recovery
2 considering the maximum value of the alleged damages at issue in this case at the time this Settlement was
3 negotiated.² Importantly, the recent decision that good faith belief of compliance by the employer in
4 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims
5 for waiting time and wage statement penalties, even if wages were owed to the class. The above
6 maximum calculations should then be adjusted in consideration for both the risk of class certification and
7 the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared
8 to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair
9 and reasonable.³ Clearly, the goal of this litigation has been met.

10 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
11 recovery, particularly when viewed in light of the fact that the Defendants asserted serious and substantial
12 defenses both to liability and to class certification. The maximum and average Participating Class Member
13 settlement shares are \$1,560.09 and \$182.16, respectively. *See* Mitzner Decl. ¶15. There are also a total
14 of 170 Collective Members who returned a Claim Form. Mitzner Decl. at ¶ 16. The maximum and
15 average Collective Member settlement shares \$2,199.28 and \$727.75. Mitzner Decl. at ¶ 16. Given the
16

17 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
18 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
19 as to whether and when the wages were due.").

20 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California, the
21 PAGA claim is not included in the value of the class claims. The PAGA claim was addressed in the
22 Declaration of Bekam at ¶14 filed in support of the Motion for Preliminary Approval.

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

1 complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed
2 Settlement is fair, reasonable and adequate, and should be finally approved.

3 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would
4 prevail against the Defendants' factual and legal defenses. While Plaintiffs and Class Counsel believe in
5 the merits of the claims, Defendants have asserted real and substantial defenses to these claims and to class
6 certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiffs'
7 case and the risk of establishing class wide liability and damages.

8
9 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

12 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
13 fund settlement to be paid by Defendants to the Class in the amount of Seven Hundred and Fifty Thousand
14 Dollars (\$750,000). (Agreement at ¶¶ 1.23.) As part of the settlement, the parties agreed to an award of
15 attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Fee Award. (Agreement
16 at ¶ 1.18.) By this motion, Class Counsel respectfully requests approval of the Class Counsel's Fee award
17 in an amount equal to one-third of the Gross Settlement Amount.

18 (b) In the class action context, that means "attempting to award the fee that informed private
19 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining between
20 experienced counsel and Defendants resulted in Defendants negotiating the fee award to one-third of the
21 Total Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
22 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an
23 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market
24 value of the award requested.

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

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

3 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
4 of the Gross Settlement Amount of \$750,000, which equals \$250,000 for attorneys' fees. As part of the
5 Agreement, Defendants also agreed that Class Counsel will also be paid reasonable litigations expenses
6 incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000. Finally, Defendant
7 also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amount of
8 \$10,000 each, as their service award under the Agreement.

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

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

25 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
26 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
27 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
28 successful prosecution of the action, were present here. Attorneys' fees in this case were not only

1 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
2 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
3 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the multiplier
4 approved in other cases.

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

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

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

19 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
20 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
21 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
22 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
23 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
24 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
25 Counsel advanced more than \$22,000 in costs which could not have been recovered if this case had been
26 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiffs also
27 undertook the risk of liability for Defendants' costs had this case not succeeded, as well as other potential
28 negative financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the

1 contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiffs also support the
2 requested awards.

3 (i) In a common fund settlement “[t]he lodestar method is merely a cross-check on the
4 reasonableness of a percentage figure”. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
5 2002). In this case, the reasonableness of the requested attorneys’ fee of one-third equal to \$666,666 is
6 also established by reference to Class Counsel’s lodestar in this matter. **The contemporaneous billing**
7 **records for Class Counsel evidence that through September 25, 2024, Class Counsel’s total lodestar**
8 **is \$328,045**, with significant additional fees still to be incurred to complete final approval and the
9 settlement process. The requested fee award is therefore significantly less than Class Counsel's total
10 lodestar, representing a "negative multiplier" and there will be additional lodestar incurred by Class
11 Counsel to complete the settlement process and manage the settlement distribution and reports. Such a
12 multiplier is below the range of positive multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴
13 As evidenced by the billing, Class Counsel’s work was efficiently performed and highly successful, and
14 Class Counsel should not be punished for efficient and successful litigation. As a result, this Court may
15 conclude that the requested award is fair and reasonable and is justified under California law.⁵

16 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
17

18 ⁴ See *Laffitte v. Robert Half Int’l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
19 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
20 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th
21 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75
22 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from
23 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009)
(affirming multiplier of 2.52 as “fair and reasonable”); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66
(2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex*
Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

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

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

7 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
8 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
9 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
10 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
11 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
12 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
13 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
14 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
15 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
16 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
17 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
18 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
19 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
20 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
21 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
22 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
23 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
24 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
25 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
26 Angeles Sueprior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
27 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
28 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-

1 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
2 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
3 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
4 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
5 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
6 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
7 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
8 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
9 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
10 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
11 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
12 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
13 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
14 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
15 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
16 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
17 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
18 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
19 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
20 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
21 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
22 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
23 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award
24 in a wage and hour class settlement.

25 12. **The contemporaneous billing records for Blumenthal Nordrehaug Bhowmik De**
26 **Blouw evidence that through September 25, 2024, my firm's total lodestar is \$122,920**, with
27 significant additional fees still to be incurred to complete final approval and the settlement process. From
28 November 20, 2022 to September 25, 2024, my firm worked on this matter for over 167 hours, with

1 hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in
2 the amount of \$122,920. The requested fee award is therefore significantly less than to Class Counsel's
3 total lodestar (i.e. a "negative multiplier"), and there will be additional lodestar incurred by Class Counsel
4 to complete the settlement process and manage the settlement distribution and reports. A detailed
5 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
6 Exhibit #3. In addition, Class Counsel will be performing significant additional work that is not included
7 in this lodestar amount, including finalizing the final approval motion, attending the hearing on final
8 approval, and monitoring completion of the settlement process. I expect this additional work will result
9 in \$22,000 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing
10 rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these
11 are the charges that would be made and presented to the client. My firm's hourly rates are based upon the
12 Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct
13 copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved
14 by Court's throughout California, including the Courts in the Superior Court of California. In fact, on
15 August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally
16 appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of
17 California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing
18 such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
19 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014
20 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for
21 partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared
22 within 21 other firms practicing in the Southern District of California.) This survey is useful to show that
23 Class Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types
24 of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
25 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
26 counsel in many cases prosecuted by Class Counsel, in years past charged rates as high as \$875 for
27 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
28 cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,

1 the rates charged by Class Counsel for comparable work are less than these examples, and are therefore
2 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
3 the lodestar. This cross-check is far below to the positive multipliers approved in other cases. The
4 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

5
6 Litigation Expenses

7 13. As part of the Agreement at paragraph 1.7, that Class Counsel may seek a Class Counsel's
8 Costs Award "up to Twenty-Five Thousand Dollars (\$25,000)...." Class Counsel requests reimbursement
9 for incurred litigation expenses and costs in the amount of \$22,632.75. Class Counsel have incurred
10 \$22,632.75 based upon counsel's billing records; therefore, this requested amount of \$22,632.75 is equal
11 to the amount actually incurred by Class Counsel. The litigation expenses incurred by Blumenthal
12 Nordrehaug Bhowmik De Blouw total \$5,203.60 and include the expenses incurred for filing fees,
13 mediation expenses, expert expenses (Berger Consulting), and attorney service charges (Knox, OneLegal),
14 docket document downloading charges, and cumulative copies, faxes, scans, and postage charges, all of
15 which are costs normally billed to and paid by the client.⁶ Attached hereto as Exhibit #3 is a true and
16 correct copy of the billing statement for Blumenthal Nordrehaug Bhowmik De Blouw which details of the
17 litigation expenses incurred by Blumenthal Nordrehaug Bhowmik De Blouw in the amount of \$5,203.60,
18 These costs were reasonably incurred in the prosecution of the Action.

19
20 Service Award

21 14. For their service as the only class representatives, Plaintiffs should be awarded the agreed
22 service award of \$10,000 each in accordance with the Agreement for their time, risk and effort expended
23 on behalf of the Class as the class representative. (Agreement at ¶ 1.4.) Defendant has agreed to these
24 payments and there have been no objections to the requested service awards. The declarations of Plaintiffs

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

1 in support of this request are submitted herewith in support of this motion. As the representatives of the
2 Class, Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked
3 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
4 searching for documents, working with counsel, and reviewing the settlement documentation. As set forth
5 in the Agreement, the Plaintiffs are also providing a comprehensive release as part of the Settlement, far
6 beyond the class release. The declaration of Plaintiffs detail the involvement, stress and risks they
7 undertook as a result of this Action. The Plaintiffs also assumed the serious risk that they might possibly
8 be liable for costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other
9 future employers for having filed a class action on behalf of fellow former employees. Without the
10 Plaintiffs’ participation, cooperation and information, no other employees would be receiving any benefit.
11 The payment of service awards to successful class representatives is appropriate and the amount of
12 \$10,000 is well within the currently awarded range for similar settlements. The requested awards are also
13 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
14 and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS
15 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
16 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal.
17 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS
18 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser*
19 *Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000
20 service award to each of six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*,
21 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was
22 \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000
23 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*,
24 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime
25 wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County
26 Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case
27 No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v.*
28 *American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,

1 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.
2 BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker*
3 *v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding
4 \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*,
5 Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service
6 award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
7 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
8 Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*
9 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
10 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
11 BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill*
12 *v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
13 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
14 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
15 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
16 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
17 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
18 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
19 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
20 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
21 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
22 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
23 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
24 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
25 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
26 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
27 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
28 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*

1 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
2 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
3 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241
4 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l*
5 *Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000
6 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San
7 Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG*
8 *Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000
9 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case
10 No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

11 15. The requested service awards are also reasonable in light of the reputational risk that
12 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
13 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
14 searchable on the internet and may become known to prospective employers when evaluating" them for
15 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
16 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a
17 suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists
18 that allows employers to run extensive background searches on potential employees. Companies who
19 provide these services specifically highlight the fact that their services allows employers to weed out
20 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
21 a prospective employee is likely to sue" the employer, through background checks and other means, to
22 screen out these employees.⁷ Onicra Credit Rating Agency states: "Background screening has become
23 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
24 culture, employers simply cannot afford to hire employees who will put their company at risk."⁸
25 PreciseHire also offers employment screening and similarly warns: "with today's business climate being

26 _____
27 ⁷ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

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

1 extremely competitive and highly litigious, conducting pre employment background checks has become
2 a necessity.”⁹

3 16. As a result, Class Counsel respectfully requests approval of the application for award of
4 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
5 expenses in the amount of \$22,632.75, and approval of the requested service awards to the Plaintiffs.

6 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
7 The Fee Award awarded shall be allocated as follows: 80% to Aegis Law Firm PC, 15% to Blumenthal
8 Nordrehaug Bhowmik De Blouw LLP, and 5% to Gomez Trial Attorneys, APLC.

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct. Executed this 25th day of September, 2024, at San Diego, California.

12
13 /s/ Norman Blumenthal
14 NORMAN B. BLUMENTHAL
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28 ⁹ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/>.

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

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Admitted: 2020, New Mexico

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

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Admitted: 2013, California

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Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego 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 District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameritrust, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; 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); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No.

08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North America, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198;

Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County

Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. – San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. – San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. 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 Overnight 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; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

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

EXHIBIT #2

CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Agreement”) is entered into between Plaintiffs Robert Shannon, Brenell Whitfield, and Adriana Valdez (“Plaintiffs”), individually and on behalf of the putative class and collective members, the State of California, and the allegedly aggrieved employees, on the one hand, and Defendants Burton Restaurants, LLC and High Performance Hospitality LLC (“Defendants”), on the other hand. The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS

The following terms used in this Agreement shall have the meanings ascribed to them below:

1.1 **“Action”** means each and all of the following lawsuits subject to this Settlement:

1.1.1 *Robert Shannon v. Dunkin Donuts LLC; Burton Restaurants, LLC*, filed in the Superior Court of California for the County of San Diego, Case No. 37-2022-00025778-CU-OE-CTL.

1.1.2 *Brenell Whitfield and Adriana Valdez v. Burton Restaurants, LLC; High Performance Hospitality LLC*, filed in the Superior Court of California for the County of San Diego, Case No. 37-2023-00001045-CU-OE-CTL.

1.1.3 *Brenell Whitfield and Adriana Valdez v. Burton Restaurants, LLC; High Performance Hospitality, LLC*, filed in the Superior Court of California for the County of Orange, Case No. 30-2023-01320264-CU-OE-CXC.

1.2 **“Administrator”** means Phoenix Settlement Administrators, the third-party class action settlement administrator the Parties have selected to handle the administration of this Settlement, subject to approval by the Court.

1.3 **“Administration Costs”** means the amount estimated to not exceed Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750.00), which is the portion of the Gross Settlement Amount to be paid to the Administrator for its costs in connection with administering the terms of this Agreement, including the costs associated with sending The Class and Collective Notice, the Collective Notice, and the Settlement Payments to Participating Individuals.

1.4 **“Aggrieved Employees”** means all individuals who were employed by Defendants in non-exempt positions in the State of California at any time during the PAGA Period.

1.5 **“Claim Form”** means the form for a Collective Member to fill out and timely submit to opt-in to the FLSA component of the Action and consent to the terms of the FLSA Release in the form attached hereto as **Exhibit C**, or as approved by the Court.

1.6 **“Class Counsel”** means Aegis Law Firm, PC and Blumenthal Nordrehaug Bhowmik De Blouw LLP.

Class and Collective Action Settlement Agreement and Release

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- 1.7 **“Class Counsel’s Costs Award”** means the amount, if any, from the Gross Settlement Amount that the Court authorizes to be paid to Class Counsel in reimbursement of reasonable litigation expenses Class Counsel incurred in connection with this Action, up to Twenty-Five Thousand Dollars (\$25,000), including in connection with Class Counsel’s pre-filing investigation, their filing of the Action, all related litigation activities, and all post-Settlement compliance efforts.
- 1.8 **“Class List”** means the following information regarding Class Members, Collective Members, and Aggrieved Employees that Defendants will in good faith compile from their records and provide to the Administrator: each such individual’s full name, last known mailing address, email address (if available), telephone number (if available), and social security numbers or tax ID numbers of each Class Member. The Class List shall also include the total number of Workweek(s) during which each Class Member was employed by Defendants in a non-exempt position in the State of California during the Class Period, the total number of PAGA Pay Period(s) during which each Aggrieved Employee was employed by Defendants in a non-exempt position in the State of California during the PAGA Period, the total number of Workweeks during which each Collective Member was employed by Defendants in a non-exempt position in the State of California during the Collective Period, and whether the Class Member, Aggrieved Employee, and/or Collective Member worked for Defendants exclusively on a military base(s) during the relevant time period.
- 1.9 **“Class Members”** means all individuals who were employed by Defendants as non-exempt employees in California at any time during the Class Period.
- 1.10 **“Class and Collective Notice”** means the Notice of Class Action and Collective Settlement to be sent to Class Members, Collective Members and Aggrieved Employees substantially in the form attached as **Exhibit B** hereto, or as approved by the Court.
- 1.11 **“Class Period”** means the time period from January 3, 2018, to March 30, 2023.
- 1.12 **“Collective Members”** means a certified collective for settlement purposes only pursuant to 29 U.S.C. § 216(b) and includes all individuals who were employed by Defendants in non-exempt positions during the Collective Period.
- 1.13 **“Collective Period”** means the time period from June 30, 2019, to March 30, 2023.
- 1.14 **“Court”** means the Superior Court of California for the County of San Diego.
- 1.15 **“Defendants”** means Burton Restaurants, LLC and High Performance Hospitality LLC.
- 1.16 **“Defense Counsel”** means Christy D. Joseph, Erin D. Leach, and Kevin M. Brown of Snell & Wilmer, L.L.P.
- 1.17 **“Effective Date”** means the date Defendants submits its second settlement payment thereby fully funding the Gross Settlement Amount.

- 1.18 **“Fee Award”** means the award of attorneys’ fees, if any, that the Court authorizes to be paid to Class Counsel from the Gross Settlement Amount for the services they rendered to the Class Members, Collective Members, and Aggrieved Employees in the Action. Class Counsel will not seek more than one-third (1/3rd) of the Gross Settlement Amount as their Fee Award.
- 1.19 **“Final”** means that the Judgment or a court order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the Judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the Judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petition for rehearing or re-argument, petition for rehearing *en banc*, petition for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the Judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the Fee Award, Class Counsel’s Costs Award, or any Service Award shall not by itself delay or preclude the Judgment from becoming a final judgment or delay or preclude the Effective Date of this Agreement.
- 1.20 **“Final Approval”** means the Court’s order granting final approval of the Settlement and entering judgment.
- 1.21 **“Final Approval Hearing”** means the hearing to be held by the Court on the Motion for Final Approval of the Settlement.
- 1.22 **“FLSA”** means the Fair Labor Standards Act, as amended, 29 U.S.C. § 201, *et seq.*
- 1.23 **“Gross Settlement Amount”** means Seven Hundred Fifty Thousand Dollars (\$750,000.00), the sum of which represents the total and non-reversionary amount payable pursuant to this Settlement by Defendants, including the Fee Award, Class Counsel’s Costs Award, Service Awards, the PAGA Settlement Amount, Administration Costs, and all amounts payable to Participating Individuals. No portion of the Gross Settlement Amount will revert to Defendants for any reason. Under no circumstances will Defendants be required to pay or cause to be paid more than the Gross Settlement Amount in connection with this Settlement, except for the employers’ share of any payroll taxes to be paid in connection with the Settlement and as set forth in Paragraph 7 below.
- 1.24 **“Judgment”** means the judgment entered by the Court upon granting Final Approval.
- 1.25 **“Net Settlement Amount”** means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) the Service Awards; (b) the Fee Award; (c) Class Counsels’ Costs Award; (d) Administration Costs; and (e) the PAGA Settlement Amount.

- 1.26 **“Non-Participating Class Members”** means any and all Class Members who opt out of the Settlement’s release of class action claims by timely submitting a valid Request for Exclusion to the Administrator.
- 1.27 **“Operative Complaint”** means the Second Amended Complaint attached to this Settlement as **Exhibit A** which includes all claims Plaintiffs have asserted against Defendants in the Action and which the Parties stipulate to filing subject to the terms of this Agreement.
- 1.28 **“Opt-In Plaintiffs”** include all Collective Members who opt-in to the FLSA component of the Action and consent to the terms of the FLSA Release by timely submitting a Claim Form.
- 1.29 **“PAGA”** means the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.*
- 1.30 **“PAGA Pay Period”** means any pay period during which an Aggrieved Employee worked for Defendants in a non-exempt position in the State of California during the PAGA Period.
- 1.31 **“PAGA Period”** means the period from June 30, 2021, through March 30, 2023.
- 1.32 **“PAGA Settlement Amount”** means the total amount of Fifty Thousand Dollars (\$50,000), which is the portion of the Gross Settlement Amount that the Parties have agreed to allocate to resolution of all claims and remedies under PAGA, subject to Court approval. Pursuant to the PAGA, 75% of the PAGA Settlement Amount (\$37,500) shall be paid to the California Labor and Workforce Development Agency, and 25% of the PAGA Settlement Amount (\$12,500) shall be held for distribution of Settlement Awards to Aggrieved Employees.
- 1.33 **“Participating Class Members”** means any and all Class Members who do not timely submit a valid Request for Exclusion from the class action component of the Settlement.
- 1.34 **“Participating Individuals”** means and includes all Participating Class Members, all Opt-In Plaintiffs, and all Aggrieved Employees.
- 1.35 **“Plaintiffs”** means the named plaintiffs in the Action, Robert Shannon, Brenell Whitfield, and Adriana Valdez.
- 1.36 **“Preliminary Approval”** means the Court’s order preliminarily approving the terms and conditions of this Settlement.
- 1.37 **“Qualified Settlement Fund” or “QSF”** means a qualified settlement fund under Section 468B of the Internal Revenue Code established by the Administrator for the purpose of administering this Settlement.
- 1.38 **“Released Parties”** means Burton Restaurants, LLC and High Performance Hospital LLC, their past, present and future parent companies, divisions, predecessors, successors,

subsidiaries, related or affiliated companies and organizations, joint venturers, and each of their respective past, present, and future shareholders, owners, officers, directors, partners, employees, trustees, agents, attorneys, fiduciaries, contractors, representatives, partners, joint venturers, benefit plans sponsored or administered by them, insurers, successors and assigns, divisions, units, branches and other persons or entities acting on their behalf.

- 1.39 **“Response Deadline”** means sixty (60) days after The Class and Collective Notice is initially mailed to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail written objections to class and collective action components of the Settlement. For Class Members to whom Class Notices are re-mailed after having been returned undeliverable, the Response Deadline shall be extended by an additional 14 days.
- 1.40 **“Service Award”** means the payment, if any, to Plaintiffs for their efforts in bringing and prosecuting this matter. The Service Award will not exceed the following amounts: Ten Thousand Dollars (\$10,000.00) for Plaintiff Robert Shannon, Ten Thousand Dollars (\$10,000.00) for Plaintiff Brenell Whitfield, and Ten Thousand Dollars (\$10,000.00) for Plaintiff Adriana Valdez.
- 1.41 **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.
- 1.42 **“Settlement Award”** means the payment that each Participating Individual shall be entitled to receive pursuant to the terms of this Agreement.
- 1.43 **“Workweek”** means any week during which a Class Member was employed by Defendants in a non-exempt position in the State of California during the Class Period, or any week during which a Collective Member was employed by Defendants in a non-exempt position during the Collective Period.

2. RECITALS

- 2.1 On June 30, 2022, Plaintiff Robert Shannon filed a putative class action against Defendant Burton Restaurants, LLC in the Superior Court of California for the County of San Diego, Case No. 37-2022-00025778-CU-OE-CTL, asserting claims under the California Labor Code and the California Business & Professions Code for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal breaks, (4) failure to provide rest breaks, (5) failure to reimburse all necessary business expenses, (6) failure to provide accurate wage statements, (7) failure to pay wages timely during employment; (8) failure to pay all wages due upon separation of employment, and (9) violation of California’s unfair competition law (“*Shannon*”).
- 2.2 On January 9, 2023, Plaintiffs Brenell Whitfield and Adriana Valdez filed a putative class action against Defendants in the Superior Court of California for the County of San Diego, Case No. 37-2023-00001045-CU-OE-CTL, asserting claims under the California Labor

Code and the California Business & Professions Code for: (1) unfair competition in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide required meal periods; (5) failure to provide required rest periods; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse employees for required expenses; (8) failure to provide wages when due; and (9) failure to pay sick wages (“*Whitfield I*”)

- 2.5 On April 19, 2024, Plaintiffs Brenell Whitfield and Adriana Valdez filed a representative action against Defendants asserting a cause of action for civil penalties under PAGA based on the following alleged violations of Cal. Lab. Code §§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 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s) (“*Whitfield II*”).
- 2.6 On March 30, 2023, Plaintiffs and Defendants attended a full-day, global mediation before reputable employment mediator Hon. Carl J. West (Ret.). The Parties did not reach a settlement at the mediation but continued to engage in arms’ length negotiations with the assistance of the mediator.
- 2.7 On June 16, 2023, with the assistance of the mediator, the Parties reached a tentative settlement agreement. The Parties thereafter negotiated the specific terms of the Settlement and have agreed to settle all pending litigation pursuant to the mediator’s proposal and as set forth in this Agreement.
- 2.8 In order to avoid duplication of settlement approval proceedings, the Parties agreed to consolidate the operative complaints for settlement purposes only, by stipulating to filing a Second Amended Complaint in the *Shannon* matter that includes all claims subject to the Settlement.
- 2.9 Class Counsel have made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Agreement, Plaintiffs have considered: (a) the facts developed during discovery and the Parties’ mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendants; and (c) the desirability of consummating the Settlement according to the terms of this Agreement. Plaintiffs have concluded that the terms of the Settlement are fair, reasonable and adequate, and that it is in the best interests of Plaintiffs, the Collective Members, the Class Members, and the Aggrieved Employees to settle their claims against Defendants pursuant to the terms set forth in this Agreement.
- 2.10 Defendants deny all allegations asserted in the Action and deny that they are liable for any claim for alleged damages, penalties, interest, fees, and all other forms of relief. Defendants have agreed to resolve the Action and enter into this Agreement as a compromise and settlement of highly disputed claims. However, to the extent this Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly

reserve, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge class, collective and/or representative action treatment on any grounds, as well as asserting any and all other privileges and potential defenses.

- 2.11 To the extent this Agreement is deemed void or the Effective Date does not occur, Plaintiffs and Class Counsel agree that Defendants retain and reserve these rights stated in the preceding section. To the extent this Agreement is deemed void or the Effective Date does not occur, Plaintiffs and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that based on this Agreement, Defendants cannot contest class certification, collective certification, or representative action treatment on any grounds whatsoever or assert any and all privileges or potential defenses.
- 2.12 The Parties recognize that notice to the Settlement Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants Final Approval of the Settlement, the Settlement becomes Final, and the Effective Date occurs.
- 2.13 The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing collective action certification under the FLSA pursuant to 29 U.S.C. § 216(b), and class certification pursuant to Cal. Code Civ. Proc. § 382 are met. The Parties agree to the designation of Class Counsel as counsel for the Class Members and Collective Members for settlement purposes only. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, any issue of whether or not collective or class certification would be appropriate in a non-settlement context. Defendant denies that class, collective or representative action treatment is appropriate outside the settlement context.

3. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT

- 3.1 Solely for the purpose of facilitating this Settlement of the Action on a consolidated basis, in a single action pending in one court, the Parties stipulate to the filing of the Second Amended Complaint in the *Shannon* matter, which shall be filed promptly after execution of this Settlement Agreement and is attached hereto as **Exhibit A**. The Parties agree that Defendants are not required to file a response to the Second Amended Complaint and maintain all available defenses to the allegations in the Second Amended Complaint. The Parties stipulate and agree that for settlement purposes only, Defendants consent to the filing of the Second Amended Complaint.
- 3.2 If the Court denies Final Approval of the Settlement, or if Defendants void the Settlement pursuant to Paragraph 7 of this Agreement, or if the Settlement does not become effective for any reason, the following will occur:
 - 3.2.1 The Parties' stipulation to the filing of the Second Amended Complaint will be deemed revoked as of the date the Court denies Final Approval, or as of the date that Defendants void the Settlement, or if the Settlement does not become

effective for any other reason, then as of the date such reason occurs, the Second Amended Complaint will be deemed stricken and the original Complaint in *Shannon* will be the operative complaint in that action;

3.2.2 The status of *Shannon*, *Whitfield I*, and *Whitfield II* will be deemed to return to their status at the time immediately prior to the Parties' execution of this Agreement, as if the Parties had never executed this Agreement and as if the Second Amended Complaint had never been filed. Upon such occurrence, the period between the execution of this Agreement and the Court's denial of Final Approval will be treated as a full stay on all proceedings for purposes of calculating all required filing and trial deadlines; and

3.2.3 To the extent required by any court or otherwise necessary, the Parties will take all necessary steps to give effect to Paragraph 3.2.

4. RELEASES. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, Plaintiffs and all Participating Individuals shall be deemed to have, and by operation of the Judgment shall have, released, and discharged finally, forever and with prejudice claims against Released Parties as follows:

4.1 **Claims Released by Plaintiffs.** Plaintiffs and their respective spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties, in exchange for consideration provided in this Agreement, from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to all facts, transactions, and occurrences – known or unknown – as of the date they execute this Agreement, including, but not limited to, all Released FLSA Claims, Released Class Claims, and Released PAGA Claims, as defined in Paragraphs 3.4 through 3.6 below ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or to claims or actions based on occurrences after they execute this Agreement. Each Plaintiff acknowledges he or she may discover facts or law different from, or in addition to, the facts or law that he or she now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts, or their discovery thereof.

For purposes of Plaintiffs' Release only, each 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.

- 4.2 **Claims Released by Opt-In Plaintiffs.** All Opt-In Plaintiffs shall release and discharge Released Parties from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses under the FLSA during the Collective Period, which are based on or arising from the factual predicates that were alleged, or reasonably could have been alleged, in the Operative Complaint ("Released FLSA Claims").
- 4.3 **Claims Released by Participating Class Members.** All Participating Class Members shall release and discharge Released Parties from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses based on or arising from factual predicates alleged, or reasonably could have been alleged, in the Operative Complaint, including, but not limited to: (a) any alleged failure to pay all wages due including minimum wages or overtime wages; (b) any alleged failure to timely pay wages at termination or during employment; (c) any alleged failure to provide meal or rest periods or to pay meal or rest period premiums; (d) any alleged failure to maintain and preserve, in a centralized location in California, any required payroll or employee records; (e) any alleged failure to provide compliant and accurate wage statements; (f) any alleged failure to reimburse business expenses; (g) any alleged failure to pay sick wage; (h) any right or claim for civil penalties pursuant to the California Labor Code, the California Industrial Welfare Commission Wage Orders, the California Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*) based on the foregoing alleged claims; (i) any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 *et seq.* based on the foregoing alleged claims; and (j) any violation or breach of the California Labor Code arising from or related to the conduct or omission alleged, or could have reasonably been alleged, in the Operative Complaint and the conduct or omission ascertained in the course of the Action, including without limitation, any violation or breach of California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 223, 226, 226.7, 233, 246, 510, 512, 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, or any other similar state or local statute, wage order, rule, regulation, ordinance, or authority, during the Class Period ("Released Class Claims"). Except as set forth in Paragraphs 4.2 and 4.4, of 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 claims based on facts occurring outside the Class Period.
- 4.4 **Claims Released by Aggrieved Employees.** All Aggrieved Employees shall release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all individual and representative claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the Action based on the facts stated in the Operative Complaint and ascertained in the course of the Action, including, but not limited to, any right or claim for PAGA penalties predicated on alleged nonpayment or under-payment of minimum and overtime wages, failure to pay or under-payment of wages, overtime, meal and rest period premiums, failure to provide meal and rest periods, nonpayment or under-payment of premiums for meal or rest period violations, failure to

timely pay wages, failure to pay all wages due at termination, failure to maintain accurate records, failure to provide and/or maintain accurate and itemized wage statements, failure to reimburse business expenses, failure to pay sick wages, and any claims for PAGA civil penalties based on the foregoing alleged claims under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, including any alleged violations of the California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 223, 226, 226.7, 233, 246, 510, 512, 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, during the PAGA Period (“Released PAGA Claims”). The Parties agree that there shall be no right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the PAGA component of the Settlement.

4.5 Release Language on Settlement Checks. The Administrator shall include the following release language on the back of each Settlement Award check, as appropriate for (a) Opt-in Plaintiffs, (b) Participating Class Members, and (c) Aggrieved Employees:

4.5.1 For Opt-In Plaintiffs: “This check is your FLSA settlement payment in connection with the court-approved class action Settlement in *Shannon v. Burton Restaurants, LLC, et al.*, Superior Court of California, County of San Diego, Case No. 37-2022-00025778-CU-OE-CTL. By opting in to the collective portion of this Action, you have acknowledged that you have read the Collective Notice, that you consented to join the Action and participate in the Settlement and that you have released the Released FLSA Claims against Released Parties.” This is referred to as the “FLSA Collective Settlement Check”.

4.5.2 For Participating Class Members: “This check is your state law settlement payment in connection with the court-approved class action Settlement in *Shannon v. Burton Restaurants, LLC, et al.*, Superior Court of California, County of San Diego, Case No. 37-2022-00025778-CU-OE-CTL. By not opting out of the Settlement, you have released Burton Restaurants, LLC and High Performance Hospitality LLC and other Released Parties of all Released Class Claims as defined in the Agreement. By depositing or cashing your check, you acknowledge that you have read The Class and Collective Notice, that you consent to join the Action, and that you are releasing the Released FLSA Claims against Released Parties.” This is referred to as the “State Law Class Settlement Check”.

4.5.3 For Aggrieved Employees Who Are Not Participating Class Members Nor Opt-in Plaintiffs: “This check is your settlement payment in connection with the court-approved PAGA Settlement in *Shannon v. Burton Restaurants, LLC, et al.*,

5. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a Motion for Preliminary Approval of the Settlement upon full execution of this Agreement, as set forth below:

5.1.1 Request for Class Certification and Preliminary Approval Order. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (a) a draft of the Notice of Motion and Memorandum in Support of the Motion for Preliminary Approval of the Settlement, requesting that the Court certify a class, for the sole purpose of settlement, pursuant to 29 U.S.C. § 216 and Cal. Code Civ. Proc. § 382, and approval of the PAGA Settlement under Labor Code § 2699(f)(2); (b) a draft proposed Order Granting Preliminary Approval of the Settlement; (c) a draft proposed Class Notice; (d) a draft proposed Collective Notice; (e) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve as the Administrator, 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 or Collective Members, and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (f) 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, including Plaintiffs’ PAGA Notices, the Operative Complaint, and this Agreement; and (g) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

5.1.2 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.

6. SETTLEMENT ADMINISTRATION

6.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no

interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 6.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 6.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
- 6.4 **Transmission of Class List to the Administrator.** Within ten (10) business days after the Preliminary Approval of the Settlement, Defendants shall provide the Class List to the Administrator. Class Counsel shall provide the Administrator with updated addresses or contact information for Opt-In Plaintiffs in their possession.
- 6.5 **Notice to Class and Collective Members.** The Administrator shall be responsible for preparing, printing, and mailing the Class and Collective Notice and the Collective Notice, in English and Spanish as set forth below:
 - 6.5.1 Settlement Website and Call Center. The Administrator will create a website for the Settlement, which will allow Class Members to view the Class and Collective Notice (in generic form), this Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Agreement. Additionally, the Settlement website will provide the contact information for Class Counsel and for the Administrator. The website will also allow Collective Members to submit their Opt-In Claim Forms electronically. The Administrator will provide Class Counsel and Defense Counsel with a preview of the proposed website. Class Counsel and Defense Counsel must approve the website before it goes live and must approve any modifications to the website. The Administrator shall also create a toll-free call center to field telephone inquiries from Class Members and Collective Members during the notice and settlement administration periods. The Administrator will be directed to take the website and call center down after the 180-day check cashing period for Settlement Award checks.
 - 6.5.2 Mailing of Class and Collective Notice. In order to provide the best notice practicable, prior to mailing the Class and Collective Notice, the Administrator will take reasonable efforts to identify current addresses using the National Change of Address database within five (5) business days after receiving the Class List. Within ten (10) business days after taking such efforts to identify current addresses, the Administrator shall mail, via first-class United States Postal Service (“USPS”) mail, the Class and Collective Notice approved by the Court to Class Members, Collective Members, and Aggrieved Employees . The

Administrator shall provide notice to Class Counsel and Defense Counsel that the Class and Collective Notice has been mailed.

- 6.5.3 Returned Notice. Any Class and Collective Notice returned to the Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member or Collective Member involved and shall re-mail the Class and Collective Notice.
- 6.5.4 Administrator's Report After Response Deadline. Within ten (10) business days after the Response Deadline, the Administrator shall provide Defense Counsel and Class Counsel, respectively, a report showing: (i) the Settlement Awards to be paid to each Participating Class Member (the State Law Class Settlement Check amount) and each Opt-In Plaintiff (the FLSA Collective Settlement Check amount); (ii) the final number of Class Members who have submitted objections or valid Requests for Exclusion from the class action component of the Settlement;; and (iii) the number of undeliverable Class Notices.
- 6.6 **No Retaliation or Encouragement.** Defendants will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. The Parties, Class Counsel, and Defense Counsel will not discourage participation in the Settlement or encourage objections or opt-outs.
- 6.7 **Disputes Regarding Workweeks.** To the extent that any Class Member disputes the number of workweeks that the Class Member worked or whether they worked for Defendants exclusively on a military base(s), as shown in his or her Class and Collective Notice, such Class Member may produce evidence to the Administrator evidencing the dates they contend to have worked for Defendants and what location(s) he or she worked at. The deadline for Class Members to submit disputes pursuant to this paragraph shall be the Response Deadline (and disputes postmarked by the Response Deadline shall be considered to have met the deadline). Unless the Class Member presents convincing evidence showing he or she worked other workweeks than shown by Defendants' records or at different location(s) than shown by Defendants' records, his/her Settlement Award will be determined based on Defendants' records. The Administrator shall notify counsel for the Parties of any disputes it receives. Defendants shall review their records and provide further information to the Administrator, as necessary. The Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be decided by the Administrator.
- 6.8 **Objection to Class Action Settlement by Participating Class Members.** Participating Class Members will have up to and including the Response Deadline to object to the class action component of the Settlement. Non-Participating Class Members shall not be entitled to object to the class action component of the Settlement. To object, a Participating Class

Member must mail to the Administrator a written objection stating the basis for the objection and include any supporting documents. The postmark date shall be deemed the exclusive means for determining if the objection is timely. The Administrator shall provide counsel for the Parties with complete copies of all objections received, including the postmark dates for each objection, within two (2) business days of receipt. Class Counsel shall file the objections with the Court in connection with the motion for Final Approval. The Parties and their counsel agree that neither they, nor any person on their behalf, will solicit, encourage, or advise any individual to object to the Settlement. The Class and Collective Notice shall advise Participating Class Members of the right to object and state the following requirements for objections: (1) the objection must be mailed to the Administrator no later than the Response Deadline, the date of which shall be stated in the Class and Collective Notice; (2) the objection shall state the full name, address, telephone number, and employee ID of the Participating Class Member; (3) it shall state the factual and legal basis for the objection and include any supporting documents, and (4) it shall be signed personally by the Participating Class Member. The Class and Collective Notice shall state that if the Participating Class Member wishes to be represented by an attorney with respect to the objection, it will be at his or her own expense. The Class and Collective Notice shall also state that Class Members may appear at the Final Approval Hearing and that for administrative purposes the objection should state if the Class Member or his or her attorney intends to appear at the Final Approval Hearing. The Class and Collective Notice shall state that objections shall only be considered if the Class Member has not opted out of the class action component of the Settlement. Participating Class Members who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness, and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, unless otherwise excused by the Court upon a showing of good cause.

6.9 Requests for Exclusion from Class Action Settlement. The Class and Collective Notice shall provide that Class Members, other than Plaintiffs, who wish to exclude themselves from the class action component of the Settlement ("opt out") must mail to the Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written Request for Exclusion must contain the Class Member's full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member. No Request for Exclusion may be made on behalf of a group of Class Members. Requests for Exclusion must be postmarked by the Response Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the Settlement.

6.10 Cure Period. In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Administrator shall provide the Class Member, within seven (7) days of receipt of such request for exclusion, a letter requesting the information that was not provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

- 6.11 **Opt-Ins by Collective Members.** The Class and Collective Notice shall provide that Collective Members may “opt in” to the Collective portion of this Settlement by submitting a completed Claim Form, which will be included in the Class and Collective Notice. To be valid, the Claim Form must: (1) include the Collective Member’s full name, (2) be personally signed by the Collective Member, and (3) be returned to the Administrator by the Response Deadline. Claim Forms may be completed and signed electronically. Individuals who are not Collective Members may not submit valid Claim Forms. The Administrator shall provide Class Counsel and Defense Counsel with all valid Claim Forms no later than seven (7) days following the Response Deadline. Class Counsel shall file the valid Claim Forms with the Court in connection with the motion for Final Approval, and Defendant shall not oppose the filing of these Claim Forms. No Claim Form may be made on behalf of a group of Collective Members. Claim Forms must be postmarked by the Response Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone not to opt in to the collective portion of the Settlement.
- 6.12 **Administrator’s Declaration.** No later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration 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 and Collective Notices returned as undeliverable, the re-mailing of Class and Collective Notices, attempts to locate Class Members or Collective Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid) from Class Members, the number of written objections received from Class Members, and attach a list of the names and other identifying information of Class Members who have submitted timely and valid Requests for Exclusion (“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.
- 6.13 **Final Report by the Administrator.** Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Participating Class Members, the total number of Collective Members who are not also Participating Class Members, the average recovery per Participating Class Member, the average recovery per Collective Member who is not also a Participating Class Member and for whom the Administrator was able to obtain a verified address, the median recovery per Participating Class Member, the median recovery per Collective Member who is not also a Participating Class Member for whom the Administrator was able to obtain a verified address, the largest and smallest amounts paid to Participating Class Members, the largest and smallest amounts paid to Collective Members who are not also Participating Class Members, and the number and value of checks not cashed.

7. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on their records, Defendants estimate that (1) there are approximately 1,060 Class Members who did not work for

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Defendants exclusively on a military base(s) who worked approximately 38,500 Workweeks during the Class Period and there are approximately 374 Class Members who worked for Defendants exclusively on a military base(s) who worked approximately 16,500 during the Class Period; and (2) there are 501 Aggrieved Employees who worked 4,412 Pay Periods during the PAGA Period. Plaintiffs are entering into this Settlement Agreement based on such representations. If the number of Workweeks in the Class Period for those that did not work for Defendants exclusively on a military base(s) exceeds 38,500 by more than 10% (which is 42,350 Workweeks), the Gross Settlement Amount will increase pro rata per additional workweek beyond 10%. For example, if the number of workweeks for non-exclusively on base workers is 11% more than 38,500, then the Gross Settlement Amount will increase by 1%.

8. DEFENDANTS' RIGHT TO WITHDRAW If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total number of Class Members, Defendants may, within their sole discretion, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be null and 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, that Defendants remain responsible for paying all Settlement Administration Expenses actually incurred up to that time. Defendants must notify Class Counsel and the Court of their election to withdraw no later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel.

9. MOTION FOR FINAL APPROVAL.

9.1 Plaintiffs' Responsibilities. Plaintiffs and Class Counsel will be responsible for drafting the Motion for Final Approval of the Settlement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs Award, and Administration Costs to be heard at the Final Approval Hearing. Class Counsel shall provide Defense Counsel a copy of a draft Unopposed Motion for Final Approval of the Settlement at least five (5) days in advance of filing it with the Court. Plaintiffs shall reserve with the Court a date for the Final Approval Hearing no earlier than thirty (30) days after the Response Deadline to consider final approval of the Settlement and entry of a Final Approval Order (a) certifying this Action as an FLSA collective action under 29 U.S.C. § 216(b) and as a class action under Cal. Code Civ. Proc. § 382 for purposes of settlement only; (b) finding dissemination of the Class and Collective Notice and Collective Notice was accomplished as directed and met the requirements of due process; (c) approving the Settlement as final and its terms as fair, reasonable and adequate; (d) approving the payment of the Service Awards to Plaintiffs; (e) approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses; (f) directing that the Settlement funds be distributed in accordance with the terms of this Agreement; (g) directing that the Action be dismissed finally, fully, forever and with prejudice and, with respect to each Participating Individual, in full and final discharge of any and all Participating Individuals' Released Claims; and (h) retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

9.2 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 five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 9.3 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material modification to the Settlement (including, but not limited to, the scope of release by Participating 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 the Service Awards, Class Counsel's Fee Award, Class Counsel's Cost Award, and/or Administration Costs shall not constitute a material modification to the Agreement within the meaning of this Paragraph.
- 9.4 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (a) enforcing this Agreement and/or the Judgment, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as permitted by law.
- 9.5 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Fee Award and Class Counsel's Cost Award set forth in this Agreement, 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.
- 9.6 **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 reviewing Court's concerns and to obtain Final Approval and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Service Awards 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.

10. SETTLEMENT FUNDS AND AWARD CALCULATION

- 10.1 **Funding of Settlement.** Within sixty (60) calendar days after the final approval order, Defendants shall deposit half of the Gross Settlement Amount into an interest-bearing Qualified Settlement Fund ("QSF") established by the Administrator. Within six (6) months of the final approval order, Defendants shall deposit the remaining half of the Gross Settlement Amount into an interest-bearing QSF established by the Administrator along

with the employer portion of payroll taxes. Defendants shall not otherwise have access to the Gross Settlement Amount, or to any earned interest, once those funds are deposited into the interest-bearing settlement fund, except by joint agreement of the parties or by order of the Court. The Parties agree that the QSF (a) shall be established pursuant to an order of the Court prior to the receipt of any monies from Defendants; (b) that it shall be established to resolve and satisfy the contested claims that have resulted, or may result, from the matters that are the subject of this litigation and that are released by this Settlement; and (c) that the QSF that is established and its assets are segregated and shall be segregated (within a separately established fund or account) from the assets of Defendants and all related other persons. The Administrator shall be responsible for establishing, administering, and otherwise operating the QSF, including the preparation and filing of federal, state, and local tax returns. All disbursements shall be made from the Qualified Settlement Fund. The Administrator shall be the only entity authorized to make withdrawals or payments from the Qualified Settlement Fund.

10.2 Payments from the Gross Settlement Amount. Subject to the Court's Final Approval Order and the occurrence of the Effective Date, the following amounts shall be paid by the Administrator from the Gross Settlement Amount:

10.2.1 Service Awards to Plaintiffs. Subject to the Court's approval, Payment of the Service Awards shall be made within ten (10) days after the Effective Date or as soon as reasonably practicable thereafter. The Qualified Settlement Fund shall issue an IRS Form 1099 for these payments. If the Court approves a Service Award in an amount less than requested, the reduction in the Service Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Award in any way delay or preclude the Judgment from becoming Final or delay or preclude the Effective Date. Plaintiffs assume full responsibility for paying all taxes, if any, due as a result of the Service Awards and agree to respectively indemnify Defendants for any such taxes owed by them related to the Service Awards.

10.2.2 Fee Awards and Class Counsel's Costs Awards.

10.2.2.1 Subject to the Court's approval, the Fee Award and Class Counsel's Costs Award shall be made within ten (10) days after the Effective Date or as soon as reasonably practicable thereafter. These amounts shall be paid from the Gross Settlement Amount.

10.2.2.2 The approved Fee Award and Class Counsels' Costs, even if less than what Class Counsel request, shall constitute full satisfaction of Defendants' obligations to pay amounts to any person, attorney or law firm for attorneys' fees or costs in this Action on behalf of Plaintiffs and/or any other Class Member, and shall relieve Defendants from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs to which any of them may claim to be entitled on behalf of Plaintiffs or any other Class Member. If the Court approves

a Fee Award and/or Class Counsel's Costs Award in an amount less than what Class Counsel request, the reduction in the Fee Award and/or Class Counsels' Costs Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Fee Award and/or Class Counsels' Costs Award in any way delay or preclude the Judgment from becoming Final or delay or preclude the Effective Date.

10.2.2.3 An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

10.2.3 Payment to the Labor and Workforce Development Agency. Subject to Court approval, the Parties agree that the PAGA Settlement Amount will be paid from the Gross Settlement Amount in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiffs and Aggrieved Employees under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%) of this sum, or \$37,500, will be paid to the LWDA and Twenty-Five Percent (25%), or \$12,500, will be allocated as the "Net PAGA Amount." The LWDA Payment shall be made within ten (10) days after the Effective Date or as soon as reasonably practicable.

10.2.4 Settlement Administration Costs. Settlement Administration costs shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

10.2.5 Settlement Awards to Participating Individuals. Settlement Awards shall be made to Participating Individuals as follows and shall be paid from the Gross Settlement Amount:

10.2.5.1 *Settlement Award Eligibility.* All Participating Class Members, Aggrieved Employees, and Opt-In Plaintiffs shall be mailed a check(s) in the amount of their Settlement Award from the Net Settlement Amount. If a Participating Class Member or Aggrieved Employee is also an Opt-In Plaintiff, they will receive two checks: (1) a State Law Class Settlement Check and (2) a FLSA Collective Settlement Check.

10.2.5.2 *Settlement Award Calculations.* The Administrator shall be responsible for determining the amount of the Settlement Award made up of the State Law Class Settlement Check and/or the FLSA Collective Settlement Check to be paid to each Participating Class Member, Aggrieved Employee, and Opt-In Plaintiff based on the formulas below:

10.2.5.3 The Net Settlement Amount shall be split into 2/3 towards the State Law Class Settlement with Participating Class Members and 1/3

towards the FLSA Collective Settlement with Opt-In Plaintiffs further broken down as follows:

10.2.5.4 The State Law Class Settlement Checks of Participating Class

Members, shall be a *pro rata* portion of the 2/3 of the Net Settlement Amount based on their individual workweeks during the Class Period as follows:

- (a) For each Workweek during which a Participating Class Member was employed by Defendants during the Class Period, he or she shall be eligible to receive a *pro rata* portion of the 2/3 of the Net Settlement Amount based on the number of Workweeks he or she was employed during such period. For those Participating Class Members that worked for Defendants exclusively on a military base(s), each workweek during which the individual was employed by Defendants in California during the relevant time period will be equal to one (1) settlement share. To reflect the increased value of claims under California law for work not performed on a military base(s), for those Participating Class Members that did not work for Defendants exclusively on a military base(s), workweeks during which such Participating Class Member was employed by Defendants in California will instead be equal to three (3) settlement shares.
- (b) The total number of settlement shares for all Participating Class Members will be added together and the resulting sum will be divided into the 2/3 of the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Class Member's number of settlement shares to determine his or her *pro rata* portion of the 2/3 of the Net Settlement Amount towards the State Law Class Settlement.

10.2.5.5 The FLSA Collective Settlement Checks of Opt-In Plaintiffs, shall be a *pro rata* portion of the 1/3 of the Net Settlement Amount based on their individual workweeks during the Collective Period as follows:

- (a) For each Workweek during which an Opt-In Plaintiff was employed by Defendants during the Collective Period, he or she shall be eligible to receive a *pro rata*

portion of the 1/3 of the Net Settlement Amount based on the number of Workweeks he or she was employed during such Collective Period.

- (b) The total number of such Workweeks during the Collective Period will be added together, and the resulting sum will be divided into the 1/3 of the Net Settlement Amount to reach a per Workweek dollar figure for the FLSA Collective Settlement. That figure will then be multiplied by each Opt-In Plaintiff's number of Workweeks during the Collective Period to determine his or her pro rata portion of the 1/3 of the Net Settlement Amount towards the FLSA Collective Settlement.

10.2.6 The Net PAGA Amount shall be distributed as follows: Each Aggrieved Employee shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on his or her PAGA Pay Periods during which he or she was employed by Defendants in non-exempt positions in California during the PAGA Period. The resulting Net PAGA Amount per Aggrieved Employee, if any, will be added to that Aggrieved Employee's Settlement Award.

- 10.3 In addition to other information contained on the Class and Collective Notice, The Class and Collective Notice shall state the estimated minimum payment the class member is expected to receive assuming full participation of all Class Members.
- 10.4 All Settlement Award determinations shall be based on Defendants' timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Class Member is not a Class Member, or an individual who was not previously identified as a Class Member is in fact a Class Member but was not so included, the Administrator shall promptly make such addition or deletion as appropriate.
- 10.5 Settlement Award Allocations. Any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties. For the remainder of each Settlement Award, twenty percent (20%) of each Settlement Award shall be allocated as wages, seventy percent (70%) of each Settlement Award shall be allocated as penalties, and ten percent (10%) of each Settlement Award shall be allocated as expense reimbursements. Settlement Awards will be paid out to Participating Class Members, Collective Members, and Aggrieved Employees subject to reduction for their share of withholdings and taxes associated with the wage-portion of the Settlement Awards. The wage-portion of a Settlement Award, if any, will be reported on an IRS Form W-2. Portions of the Settlement Awards that are allocated to penalties and expense reimbursements will be reported on an IRS Form 1099. The employee's share of all required FICA and FUTA

taxes on the wage portions of the Settlement Awards shall be withheld from the Settlement Awards.

- 10.6 The Administrator shall calculate the employer share of taxes and provide Class Counsel and Defense Counsel Defendants' total employer tax contributions within five (5) business days after the final Settlement Award calculations are approved. Defendants shall pay the employer's share of all required FICA and FUTA taxes on the wage portions of the Settlement Awards to the Administrator with the second settlement payment. The Administrator shall remit such payments on behalf of Defendants to the appropriate governmental authorities.
- 10.7 The Administrator will not make any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments except to the extent clearly required by law, or charity withholdings, from or with respect to the payments to Participating Class Members, Collective Members, and Aggrieved Employees, and entry of the Final Approval Order by the Court shall be deemed authority not to make any such deductions, withholdings, or additional payments.
- 10.8 Class Counsel and Defense Counsel do not intend this Agreement to constitute legal advice relating to the tax liability of any Class Member. To the extent that this Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.
- 10.9 The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying on any statement or representation by the Parties in this regard. Plaintiffs and Class Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the payments to them described herein and as to those portions of the Settlement Payments reported as non-wage income, agree to pay any taxes due or owing by them with respect to such payment.
- 10.10 The Administrator shall provide Class Counsel and Defense Counsel with a final report of all Settlement Awards, at least five (5) business days before the Settlement Awards to Participating Class Members, Collective Members, and Aggrieved Employees are mailed.
- 10.11 The Administrator shall mail all Settlement Awards to Participating Class Members, Opt-In Plaintiffs, and Aggrieved Employees within ten (10) days after the Effective Date or as soon as reasonably practicable thereafter. The Administrator shall then provide written certification of mailing to Class Counsel and Defense Counsel.
- 10.12 All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect. With ninety (90) days remaining, a

reminder letter will be sent via U.S. mail and, if applicable, email to those who have not yet cashed their settlement check. Regardless of whether they cash their State Law Class Settlement Check, Plaintiffs, Aggrieved Employees, Opt-In Plaintiffs, and Participating Class Members shall be deemed to have finally and forever released Plaintiffs' Released Claims, Released PAGA Claims, Released FLSA Claims, and Released Class Claims, respectively.

- 10.13 **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be tendered to the State of California Controller's Office, Unclaimed Property Fund, in the name of the Participating Individual or Opt-In Plaintiff until such time as he or she claims his or her property, as allowed by law, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

10.13.1 Within twenty-one (21) days after the distribution of any remaining monies to Participating Individuals who were sent and cashed their Settlement Award check or to the California Controller's Unclaimed Property Fund, Plaintiffs will file a Post-Distribution Accounting. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Class Members, the total number of Class Members to whom Class and Collective Notice was sent and not returned as undeliverable, the number and percentage of valid Requests for Exclusion, the number and percentage of objections, the average and median recovery per Participating Individual, the largest and smallest amounts paid to Participating Individuals, the method(s) of notice and the method(s) of payment to Participating Individuals, the number and value of checks not cashed, the amounts distributed to the California Controller's Unclaimed Property Fund (if applicable), the administrative costs, the attorneys' fees and costs, and the attorneys' fees in terms of percentage of the settlement fund.

11. MISCELLANEOUS PROVISIONS

- 11.1 **Submissions to the LWDA.** At the same time as they submit this Class Action Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(1)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(1)(3).
- 11.2 **Dismissal of Other Lawsuits.** Within five (5) business days following the Effective Date, Class Counsel shall take all necessary steps to effectuate the dismissal of all pending lawsuits subject to this Settlement in their entirety with prejudice as to all Released Parties.
- 11.3 **No Admission of Liability.** This Agreement and all related documents are not and shall not be construed as an admission by Defendants or any of the Released Parties of any fault or liability or wrongdoing.

- 11.4 **Publicity.** The Parties and their Counsel agree that they will not publicize this case and/or the fact, amount or terms of the Settlement, or the names of Defendants associated with the claims in the Complaint/this Settlement, through any mass media, including any social media, websites, or the press (press releases, contact with a member of the press, or press conferences), except as provided for by the Agreement for purposes of effectuating notice required by this Agreement, which shall include the provision of notice to Class Members by mail, and which shall include a settlement website to be established and maintained by the settlement administrator as approved by the Court. If the Parties are contacted by the press about the Settlement, they will respond only that the case has been resolved. Nothing in this paragraph shall prevent Class Counsel from communicating with the Class Members, the LWDA, or the court in which the Action is pending, as may be required in response to inquiries about the terms of this Settlement and/or to fulfill their ethical responsibilities under the Settlement and to their respective clients. Nothing in this paragraph shall prevent Class Counsel from identifying this case for purposes of establishing adequacy in other cases.
- 11.5 **Defendants' Legal Fees.** Defendants' legal fees and expenses in this Action shall be borne by Defendants.
- 11.7 **Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.
- 11.8 **Nullification of the Agreement.** In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement, that this Agreement shall not be used in evidence or argument in any other aspect of their litigation, and that the Administration Costs incurred to that date shall be split evenly between Plaintiffs, on the one hand, and Defendants, on the other.
- 11.9 **Reduced Service Awards, Fee Award, or Class Counsels' Costs Not a Basis for Voiding Settlement.** If the Court approves Service Awards, a Fee Award, and/or Class Counsels' Costs Award in amounts less than what Plaintiffs and/or Class Counsel request, the Parties agree that the reduction in the Service Award(s), Fee Awards, and/or Class Counsels' Costs Award will not be a basis for nullification of this Settlement. Nor will a reduction in the Service Awards, Fee Award, or Class Counsels' Cost Award in any way

delay or preclude the judgment from becoming Final or the Settlement from becoming effective.

- 11.10 **Inadmissibility of Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.
- 11.11 **Other Claims.** Plaintiffs are not currently aware of any claims by themselves that are not covered by the Class Members' Released Claims.
- 11.12 **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday, such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.
- 11.13 **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.
- 11.14 **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.
- 11.15 **Entire Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.
- 11.16 **Authorization to Enter into Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and 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 required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect

the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Hon. Carl J. West (Ret.), to resolve such disagreement.

- 11.17 **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Named Plaintiffs, Defendants, Opt-In Plaintiffs, the Class Members, Aggrieved Employees, and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.
- 11.18 **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.
- 11.19 **No Signature Required by Class Members.** Only Plaintiffs will be required to execute this Agreement. The Class and Collective Notice will advise all Class Members, Collective Members, and Aggrieved Employees of the binding nature of the releases of claims set forth herein and such shall have the same force and effect as if this Agreement were executed by each Participating Individual.
- 11.20 **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.
- 11.21 **Governing Law.** All terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.
- 11.22 **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

* * * SIGNATURES ON NEXT PAGE * * *

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Agreement as follows:

Plaintiff: 
Robert Shannon

Date: 10/20/23

Plaintiff: _____
Brenell Whitfield

Date: _____

Plaintiff: _____
Adriana Valdez

Date: _____

Approved as to Form by Class Counsel:

AEGIS LAW FIRM, PC

By: 
Fawn F. Bekam

Date: 10/20/2023

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Aparajit Bhowmik

Date: _____

Defendants:

BURTON RESTAURANTS, LLC

By: _____
Talisin Burton, Managing Member

Date: _____

HIGH PERFORMANCE HOSPITALITY LLC

By: _____
Daniel Gomes, Managing Member

Date: _____

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Agreement as follows:

Plaintiff: _____
Robert Shannon

Date: _____

Plaintiff:  _____
Brenell Whitfield (Oct 24, 2023 16:44 PDT)

Date: Oct 24, 2023

Plaintiff:  _____
Adriana Valdez (Oct 25, 2023 08:25 PDT)

Date: Oct 25, 2023

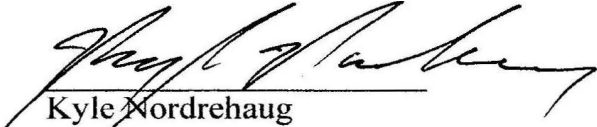
Approved as to Form by Class Counsel:

AEGIS LAW FIRM, PC

By: _____
Fawn F. Bekam

Date: _____

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By:  _____
Kyle Nordrehaug

Date: 10/25/2023

Defendants:

BURTON RESTAURANTS, LLC

By: _____
Talisin Burton, Managing Member

Date: _____

HIGH PERFORMANCE HOSPITALITY LLC

By: _____
Daniel Gomes, Managing Member

Date: _____

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Agreement as follows:

Plaintiff: _____
Robert Shannon

Date: _____

Plaintiff: _____
Brenell Whitfield

Date: _____

Plaintiff: _____
Adriana Valdez

Date: _____

Approved as to Form by Class Counsel:

AEGIS LAW FIRM, PC

By: _____
Fawn F. Bekam

Date: _____

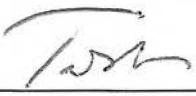
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Aparajit Bhowmik

Date: _____

Defendants:

BURTON RESTAURANTS, LLC

By:  _____
Talisin Burton, Managing Member

Date: 10/24/2023

HIGH PERFORMANCE HOSPITALITY LLC

By:  _____
Daniel Gomes, Managing Member

Date: 10/10/2023

**NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY**

A court authorized this notice. This is not a solicitation from a lawyer.

You have been sent this Notice because there is a proposed settlement (the “Settlement”) of a class and collective action lawsuit that Plaintiffs Robert Shannon, Brenell Whitfield, and Adriana Valdez (“Plaintiffs”) filed against Burton Restaurants, LLC and High Performance Hospitality LLC (“Defendants”). Defendants’ records show that you were employed as a non-exempt employee by Defendants in the State of California at some time between January 3, 2018, and March 30, 2023, did not work for Defendants on a military base, and are therefore eligible to participate in the Settlement. The purpose of this Notice is to inform you of the pending Settlement and your rights under it. This Settlement is broken down into both a settlement of State Law Class claims and a settlement of the FLSA Collective claims.

Please understand that this is not a notice of a lawsuit against you. You have not been sued. You are not required to appear in Court in response to this Notice. Please review this Notice and consider your options carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT WITH RESPECT TO THE STATE LAW CLASS CLAIMS	
DO NOTHING	If you do nothing, you will be sent a settlement payment following the later of (a) the date the Court enters a Judgment based on its Final Approval of the Settlement; and (b) the date the Judgment becomes Final, and the releases of claims under California law will apply to you. By cashing your settlement check, you will also release claims under federal law, as described below in Section 6.
EXCLUDE YOURSELF (“OPT OUT”)	If you “opt out” of the lawsuit and choose not to be part of the Settlement as described below in Section 6, the release of claims under federal law and California law will not apply to you, and you <u>will not</u> receive any payment under this Settlement, except as described in the following sentence. If you are an Aggrieved Employee (defined below), you will receive a <i>pro rata</i> portion of the Net PAGA Amount (defined below) whether or not you “opt out” of the Settlement.

OBJECT	You may write an objection to the Court stating why you do not like the Settlement, as described below in Section 6. You may also appear in Court and explain why you do not like the Settlement or use an attorney to appear for you. If you object, this does not mean you opt out of the Settlement (as explained below, if you opt out of the Settlement, you will not be permitted to object to the Settlement).
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YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT WITH RESPECT TO THE FLSA COLLECTIVE CLAIMS	
COMPLETE AND RETURN CLAIM FORM	If you fill out and sign the attached Claim Form, you will be “opting in” to the Settlement, you will receive a Settlement Award under the Settlement, and the Settlement and the release of claims described below will apply to you. (Please note that the check is not enclosed with this notice — it will be sent later if you complete and submit the Opt-In Consent Form and after the Court finally approves the Settlement.)
DO NOTHING AND DO NOT RECEIVE YOUR	If you do not fill out and sign the attached Opt-In Consent Form, you will be choosing not to be part of the Settlement, you will not be entitled to a Settlement Award under the Settlement, and the release of claims will not apply to you.

1. Why Should You Read This Notice?

This Notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself from (or “opt out” of) the Settlement, or object to the Settlement. If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of Settlement in the event the Court denies your objection.

The Superior Court of California County of Alameda has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on _____ at _____, before the Honorable Keri Katz at the Superior Court of California for the County of San Diego, Department C-74, 330 W. Broadway, San Diego, CA 92101.

2. What Is This Case About?

The claims in this lawsuit are brought under California law and under the federal Fair Labor Standards Act (“FLSA”).

The lawsuit alleges that individuals whom Defendants employed as non-exempt employees in California but not on military bases, between January 3, 2018, and March 30, 2023 were not provided meal and rest breaks, were not compensated for all hours worked, were not paid minimum, straight time, overtime, or double time wages, were not paid all wages due upon termination, were not provided timely and compliant itemized wage statements, and were not reimbursed for necessary business expenses. This lawsuit seeks recovery of unpaid wages, statutory damages, civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), unreimbursed business-related expenses, restitution, interest, attorneys’ fees and costs.

The lawsuit also alleges that individuals whom Defendants employed as non-exempt employees on military bases between June 30, 2019, through March 30, 2023, were not appropriately paid minimum and overtime wages pursuant to the requirements of the FLSA.

Defendants deny these claims and believe that they have strong legal and factual defenses to them. Defendants also do not believe that Plaintiffs’ claims meet the requirements for class or collective certification. Nevertheless, in order to avoid the expense and delay associated with further litigation and appeals, Defendants have chosen to settle this matter and to make payments to current and former employees.

This Settlement is the result of good faith, arm’s length negotiations between Plaintiffs and Defendants, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members. This Settlement is a compromise and is not an admission of liability on the part of Defendants.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendants’ defenses.

The Administrator has created a Settlement website, which can be accessed at [\[INSERT URL\]](#). The Settlement website allows interested persons to view the Agreement, all papers filed by Class

Counsel to obtain Court approval of the Agreement, and this Notice of Class and Collective Action Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Administrator, and may be accessed to submit electronically-completed Claim Forms.

3. How Will the Settlement Payment Be Distributed?

The total settlement amount is \$750,000.00, which Defendants will pay into a settlement fund as follows: (1) \$375,000.00 will be paid within sixty (60) days of final approval; and (2) \$375,000.00 will be paid within six (6) months of final approval. This amount will mostly be distributed to the current and former employees who meet the definitions for participating in the Settlement, but it will also be used to pay for attorneys' fees and costs awarded by the Court, any enhancement payments to Plaintiffs that are awarded by the Court, the settlement administration costs, and a payment to the California Labor and Workforce Development Agency ("LWDA") that is required by the California Private Attorneys General Act ("PAGA").

The attorneys for Plaintiffs and the Settlement Class (referred to as "Class Counsel") will ask the Court to award them one-third of the settlement amount, which is \$250,000.00, to compensate them for their services in this matter. Class Counsel will also request reimbursement for their costs spent in litigating this case, not to exceed \$25,000.00. Class Counsel will file a motion with the Court setting forth the bases for their requested costs and fees.

Plaintiffs Robert Shannon, Brenell Whitfield, and Adriana Valdez will ask the Court to award them \$10,000.00 each, respectively, for their role as the named plaintiffs prosecuting this lawsuit on the behalf of all Class Members. This payment would also come from the settlement fund.

The settlement administration costs are capped at \$18,750.00, and this payment will also come from the settlement fund.

The payment to the LWDA and Aggrieved Employees in connection with the PAGA component of the Settlement will be \$50,000, and this payment will also come from the settlement fund.

The remainder of the settlement fund after subtracting the amounts described above is the Net Settlement Amount that will be distributed to Participating Individuals, which include Participating Class Members, Opt-In Plaintiffs, and Aggrieved Employees. Opt-In Plaintiffs are Collective Members who submit a valid Claim Form.

4. If I Choose to Participate in the Settlement, How Do I Receive Payment and How Much Can I Expect to Receive?

You do not need to do anything to be sent your State Law Class Settlement Check. Just watch your mail for a check and cash it when you get it. You will have 180 days from issuance of the check to cash it. However, if you want to also receive your FLSA Collective Settlement Check, you must timely submit a Claim Form.

According to records maintained by Defendants, your total estimated gross settlement payment including both your State Law Class Settlement Check and your FLSA Collective Settlement Check will be at least \$ [redacted]. Breaking this down, your State Law Class Settlement Check is estimated to be at least \$ [redacted] and your FLSA Collective Settlement Check is estimated to be at least \$ [redacted]. These amounts are estimated amounts, and your final settlement payment is expected to differ from this amount (i.e., it could be higher) and will be calculated as set forth below. **As set forth above, to receive the FLSA Collective Settlement Check, you MUST complete, sign, and submit the Claim Form enclosed with this Notice.**

All Settlement Award determinations will be based on Defendants' timekeeping, payroll, and/or other records for Class and Collective Members. Based on Defendants' records, you are estimated to have worked [redacted] weeks for Defendants during the relevant Class Period in the State of California and [redacted] weeks for Defendants during the relevant Collective Period in the State of California. In addition, based on Defendants' records, you [did/did not] work for Defendants exclusively on a military base during such time periods.

If you dispute the number of weeks as shown on this Notice or whether or not you worked for Defendants exclusively on a military base, you may produce evidence to the Administrator establishing the dates you contend to have worked for Defendants and where you contend you worked for Defendants. To do so, send a letter to the Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more weeks than shown by Defendants' records, your Settlement Award will be determined based on Defendants' records. Any disputes must be postmarked by [Insert Response Deadline] and should be mailed to [Insert Administrator Address]. The Administrator will notify you of the decision on the dispute.

Payments to participating Class Members and Opt-In Plaintiffs will be calculated on the number of eligible weeks. The Net Settlement Amount shall be split into 2/3 towards the State Law Class Settlement with Participating Class Members and 1/3 towards the FLSA Collective Settlement with Opt-In Plaintiffs further broken down as follows:

- The State Law Class Settlement Checks of Participating Class Members, shall be a pro rata portion of the 2/3 of the Net Settlement Amount based on the participating Class Member's individual eligible weeks that the individual was employed by Defendants from January 3, 2018, through March 30, 2023 in the State of California. For those Participating Class Members that worked for Defendants exclusively on a military base(s), each workweek during which the individual was employed by Defendants in California during the relevant time period will be equal to one (1) settlement share. For those Participating Class Members that did not work for Defendants exclusively on a military base(s), workweeks during which such Participating Class Member was employed by Defendants in California will instead be equal to three (3) settlement shares to reflect the increased value of state law claims for work not on military base(s). The total number of settlement shares for all Participating Class Members will be added together and the resulting sum will be divided into the 2/3 of the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating

Class Member's number of settlement shares to determine his or her pro rata portion of the 2/3 of the Net Settlement Amount towards the State Law Class Settlement .

- The FLSA Collective Settlement Checks of Opt-In Plaintiffs, shall be a pro rata portion of the 1/3 of the Net Settlement Amount based on their individual workweeks during the Collective Period as follows: For each Workweek during which an Opt-In Plaintiff was employed by Defendants during the Collective Period, he or she shall be eligible to receive a pro rata portion of the 1/3 of the Net Settlement Amount based on the number of Workweeks he or she was employed during such Collective Period. The total number of such Workweeks during the Collective Period will be added together and the resulting sum will be divided into the 1/3 of the Net Settlement Amount to reach a per Workweek dollar figure for the FLSA Collective Settlement. That figure will then be multiplied by each Opt-In Plaintiff's number of Workweeks during the Collective Period to determine his or her pro rata portion of the 1/3 of the Net Settlement Amount towards the FLSA Collective Settlement.

When calculating the individual Settlement Awards (both State Law Class Settlement Checks and FLSA Collective Settlement Checks) for purposes of these Notices of Settlement, the Administrator has assumed that no Class Members opt-out and all Collective Members opt-in. When calculating the individual Settlement Awards to Class Members following Final Approval (for purposes of preparing individual Settlement Award checks), the Administrator will not include Class Members who validly request exclusion from the Settlement or any Collective Member who fails to timely opt-in to this Action by submitting a Claim Form. This means that for purposes of the Notices of Settlement, the Administrator has assumed that all potential Class Members and Collective Members will participate in this Settlement, even though that may not remain the case following Final Approval. It is thus likely that your total estimated settlement payment will be higher than indicated in this Notice.

Whether or not they otherwise opt out of the Settlement, Aggrieved Employees who worked for Defendant between June 30, 2021, and March 30, 2023 (the "PAGA Period") in the State of California will be Participating Individuals for purposes of the settlement of the PAGA claim in the lawsuit and will receive a *pro rata* share of the Net PAGA Amount (*i.e.*, \$12,500) based on their number of workweeks employed by Defendants as non-exempt employees during the PAGA Period.

For tax reporting purposes, Settlement Awards to Participating Individuals and participating Collective Members will be allocated as follows: any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties; for the remainder of each Settlement Award, twenty percent (20%) of each Settlement Award shall be allocated as wages, seventy (70%) of each Settlement Award shall be allocated as penalties and interest, and ten percent (10%) of each Settlement Award shall be allocated as expense reimbursements. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Participating Individuals and participating Collective Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 180 days to cash the check that will be sent to you. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be paid to the California Unclaimed Property Fund in the name of the respective Participating Individuals, subject to the Court's approval in the Final Approval Order.

It is your responsibility to keep a current address on file with the Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

5. What Are the Releases?

Upon Final Approval of the Agreement and payment of amounts set forth under the Settlement, Participating Individuals and all Collective Members who opt in by submitting their completed and signed Claim Forms will release claims as follows ("Released Claims") against Defendants, their present and former parent companies, subsidiaries, related or affiliated companies, and their shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims (collectively, the "Released Parties"):

- **Released Class Claims:** All Participating Class Members shall, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to the acts, facts, transactions, theories, occurrences, representations, or omissions that were alleged, or reasonably could have been alleged, in the Operative Complaint based on the factual predicates alleged in the Operative Complaint, including, but not limited to: (a) any alleged failure to pay all wages due including minimum wages or overtime wages; (b) any alleged failure to timely pay wages at termination or during employment; (c) any alleged failure to provide meal or rest periods or to pay meal or rest period premiums; (d) any alleged failure to maintain and preserve, in a centralized location in California, any required payroll or employee records; (e) any alleged failure to provide compliant wage statements; (f) any alleged failure to reimburse business expenses; (g) any right or claim for civil penalties pursuant to the California Labor Code, the California Industrial Welfare Commission Wage Orders, the California Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*); (h) any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 *et seq.*; and (i) any violation or breach of the California Labor Code arising from or related to the conduct or omission alleged, or could have reasonably been alleged, in the Operative Complaint and the conduct or omission ascertained in the course of the Action, including without limitation, any violation or breach of California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 223, 226, 226.7, 510, 512, 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, or any other similar state or local statute, wage order, rule, regulation, ordinance, or authority. 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.

- **Released PAGA Claims:** All Aggrieved Employees shall release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all individual and representative claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the Action based on the facts stated in the Operative Complaint and ascertained in the course of the Action, including, but not limited to, any right or claim for PAGA penalties predicated on alleged nonpayment or under-payment of minimum and overtime wages, failure to pay or under-payment of wages, overtime, meal and rest period premiums, failure to provide meal and rest periods, nonpayment or under-payment of premiums for meal or rest period violations, failure to timely pay wages, failure to pay all wages due at termination, failure to maintain accurate records, failure to provide and/or maintain accurate and itemized wage statements, failure to reimburse business expenses, and any claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, including any alleged violations of the California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 223, 226, 226.7, 510, 512, 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802.
- In addition, if you opt in by submitting your completed and signed Claim Form, you will be deemed to have opted-in to this action pursuant to the FLSA and will thereby release, and agree to release, the **Released FLSA Claims**, which include any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* or under any applicable state law, statute, rule, or regulation during the period from June 30, 2019 through March 30, 2023, which arise from or are related to the acts, facts, transactions, theories, occurrences, representations, or omissions that were alleged, or reasonably could have been alleged, in the Operative Complaint.

6. What Are My Rights?

Please see Section 4 above for an estimate of how much you will receive under the settlement if you (1) do not opt out of the Settlement Class and (2) choose to opt in as a Collective Member. To receive an FLSA Collective Settlement Payment as an Opt-In Plaintiff, you **MUST** fill out and return the attached claim form. Therefore, you have the following options:

Opt-In to the FLSA Collective Settlement and Do Not Opt Out of the State Law Class Settlement: Fill out, sign, and return the attached Claim Form to participate in the FLSA Collective Settlement and receive your FLSA Collective Settlement Payment as an Opt-In Plaintiff and do not timely and validly opt-out of the State Law Class Settlement. If you do not timely and validly opt-out, you will automatically become a Participating Class Member and receive your prorated State Law Class Settlement Payment, and will be bound by the Settlement including its release provisions.

Do Nothing: If you are a Class Member and do not timely and validly opt-out and do not timely fill out and return the attached Claim Form, you will automatically become a Participating Class Member and receive your prorated State Law Class Settlement Payment, and will be bound by the Settlement including its Released Class Claims and Released PAGA Claims. However, you will not receive your FLSA Collective Settlement Payment.

Opt-Out of the State Law Class Settlement and Opt-In to the FLSA Collective Settlement: If you are a Class Member and do not wish to be bound by the State Law Class Settlement, you must submit a written request for exclusion from the Settlement (“opt-out”), postmarked by **[Insert Response Deadline]**. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), employee ID, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Administrator at **[Insert Administrator Address]**. Any person who requests exclusion (opts out) of the settlement will not be entitled to any State Law Class Settlement Payment and will not release the Released Class Claims or have any right to object, appeal or comment thereon. However, you can still fill out, sign, and return the attached Claim Form to participate in the FLSA Collective Settlement and receive your FLSA Collective Settlement Payment as an Opt-In Plaintiff though you will release the Released FLSA Claims. (Notwithstanding the foregoing, you cannot opt out or otherwise exclude yourself from the PAGA component of the Settlement—if you are an Aggrieved Employee, whether or not you submit a written request for exclusion from the Settlement, you will receive a pro rata portion of the Net PAGA Amount and you will be bound by the release of the Released PAGA Claims described above.)

Opt-Out of the State Law Class Settlement and Do Not Opt-In to the FLSA Collective Settlement: If you are a Class Member and do not wish to be bound by the State Law Class Settlement, you must submit a written request for exclusion from the Settlement (“opt-out”), postmarked by **[Insert Response Deadline]**. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), employee ID, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Administrator at **[Insert Administrator Address]**. Any person who requests exclusion (opts out) of the settlement will not be entitled to any State Law Class Settlement Payment and will not release the Released Class Claims or have any right to object, appeal or comment thereon. In addition, if you do not want to be bound by the FLSA Collective Settlement, then do not fill out the Claim Form and you will not receive your FLSA Collective Settlement Payment or release the Released FLSA Claims. (Notwithstanding the foregoing, you cannot opt out or otherwise exclude yourself from the PAGA component of the Settlement—if you are an Aggrieved Employee, whether or not you submit a written request for exclusion from the Settlement, you will receive a pro rata portion of the Net PAGA Amount and you will be bound by the release of the Released PAGA Claims described above.)

Object: If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Settlement by **[Insert Response Deadline]**. The statement must state the factual and legal grounds for your objection to the settlement. The statement must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. The statement must be mailed to the Administrator at the following address: **[Insert Administrator’s Address]**.

If you mail a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defense Counsel on or before the Response Deadline. To be heard at the Final Approval Hearing you must also not opt out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Defense Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Class Member has not opted out of the Settlement. The failure to submit a written objection as a prerequisite to appearing in court to object to the settlement may be excused upon a showing of good cause.

You may also withdraw your objection in writing by mailing a withdrawal statement to the Court and counsel for the Parties postmarked no later than **INSERT DATE – 10 business days before final approval hearing**, orally at the Final Approval hearing, or as otherwise ordered by the Court.

7. Can Defendant Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with Defendant or future work or employment with Defendants. It is unlawful for Defendants to take any adverse action against you as a result of your participation in this Settlement. In fact, Defendants encourage you to participate in this Settlement.

8. Who Are the Attorneys Representing Plaintiffs and the Settlement Class and Collective and Defendants?

Plaintiffs and individuals participating in the Settlement are represented by the following attorneys acting as Class Counsel:

AEGIS LAW FIRM, PC

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Fawn F. Bekam
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

BLUMENTHAL NORDREHAUD BHOWMIK DE BLOUW LLP

Norman B. Blumenthal
Kyle R. Nordrehaud
Aparajit Bhowmik
Nicholas J. De Blouw
2255 Calle Clara
La Jolla, CA 92037

Defendants are represented by the following attorneys:

SNELL & WILMER L.L.P.

Christy D. Joseph

Erin D. Leach

Kevin M. Brown

12230 El Camino Real, Suite 300

San Diego, CA 92130

9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$750,000. You do not have to pay the attorneys who represent the Settlement Class. The Agreement provides that Class Counsel will receive attorneys' fees of up to one-third (1/3rd) of \$750,000.00 (i.e., \$250,000.00) plus their out-of-pocket costs, not to exceed \$25,000.00. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Where Can I Get More Information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Class Counsel.

This Notice is only a summary. For the precise terms and conditions of the Settlement, please see the Agreement available at the Settlement website at [\[Insert URL\]](#), by contacting Class Counsel at 949-379-6250.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

CLAIM FORM

To claim your full settlement payment of \$ [REDACTED]

Shannon, et al. v. Burton Restaurants, LLC, et al. (San Diego County Superior Court Case No. 37-2022-00025778-CU-OE-CTL): Class and Collective Action Settlement

YOU MUST SUBMIT THIS CLAIM FORM BY [insert opt-in deadline] to receive a FLSA settlement payment in addition to your state law payment (if you do not opt out of the state law class action component), for a combined total gross amount of \$ [REDACTED] from the settlement. You can submit this claim form by following the instructions below in Section 3.

NOTE: Please read the enclosed Class and Collective Notice before completing this Claim Form. This Claim Form is being sent by the Administrator, Phoenix Settlement Administrators.

YOUR SETTLEMENT SHARE: Your FLSA Settlement Payment, which will only be claimed and paid if you timely submit this Claim Form, is a gross total amount of \$ [REDACTED]. If you properly submit this Claim Form by the deadline, and the Court approves the settlement, you should receive approximately this amount as an additional settlement payment, minus applicable taxes. If you submit your Claim Form by the deadline, and this amount increases due to certain Court rulings or redistribution of unclaimed funds, you will receive a higher amount.

If you do not submit this Claim Form to claim your additional FLSA Settlement Payment, you will not release the Released FLSA Claims, but you will only receive your State Law Settlement Payment in exchange for your release of “Released State Law Claims,” as specifically defined and explained in the Release set forth in the Settlement Agreement and in the Notice. The gross total amount of the settlement payment you will receive if you do not timely return this Claim Form is: \$ [REDACTED].

1. Signature and Confirmation of Consent to Join Collective Action and Claim FLSA Payment

I declare that:

1. I have read the Notice and I understand that, in signing this form, I consent to claim my FLSA Settlement Payment by joining this collective action for settlement purposes pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b). I also understand that I am releasing the “Released FLSA Claims” in this litigation, as specifically defined and explained in the Release set forth in the Settlement Agreement and in the Notice.

2. I wish to claim and receive my full share of the proposed Settlement including the FLSA Settlement Payment.

Signed: _____ Dated: _____, 2023.

2. Postmark Deadline

Your Claim Form must be POSTMARKED (or e-mailed/faxed/submitted online) by [insert opt in deadline]. Late Claim Forms will not be accepted absent good cause shown. A self-addressed, postage pre-paid stamped envelope has been enclosed for your convenience. This Claim Form must be mailed or delivered to the Administrator at:

***Shannon, et al. v. Burton Restaurants, LLC, et al. (San Diego County Superior Court
Case No. 37-2022-00025778-CU-OE-CTL)***

[insert Claims Administrator's contact information]

You can also email the Claim Form to [insert email], or fax it to [insert fax #], or electronically sign and submit it via the Claims Administrator's online portal at [insert URL]

3. Questions?

If you have questions regarding this Claim Form or the Settlement, please contact the Administrator at the number above. If your question requires legal advice, please contact Class Counsel (the attorneys who represent you and the other Class Members) as follows:

AEGIS LAW FIRM, PC

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Fawn F. Bekam
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

BLUMENTHAL NORDREHAUD BHOWMIK DE BLOUW LLP

Norman B. Blumenthal
Kyle R. Nordrehaud
Aparajit Bhowmik
Nicholas J. De Blouw
2255 Calle Clara
La Jolla, CA 92037

4. Your Contact Information (The confidential contact information you provide to the Administrator below will not be filed with the Court)

Please review, correct, and complete your contact information so that we can get your Settlement check to you once the Court grants final approval of the Settlement. The address listed is where we will send your Settlement check.

<<Name>> _____
<<Address>> _____
<<City>> <<State>> <<Zip Code>> _____
<<Email>> _____
Employee ID #: << Employee ID #>> _____
Last four digits of Social Security number: <<SSN>> _____

The following additional information will help us reach you if we have questions or difficulty sending you your settlement check.

Telephone number (cell): _____
Telephone number (home): _____
Additional E-mail: _____

Please do not provide your work e-mail addresses or other work contact information.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 09/25/2024
Due On: 10/25/2024

Brenell Whitfield
425 E Bradley Avenue Apt 44
El Cajon, CA 92021

CA2826

Burton Restaurants; High Performance Hospitality

Services

Type	Date	Notes	Quantity	Rate	Total
Service	11/30/2022	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Research Defendant's business operations in CA. Status update to Plaintiff.	3.90	\$850.00	\$3,315.00
Service	12/01/2022	Review documents and emails from Plaintiff Whitfield regarding DFEH and retaliation claims. Analyze off the clock work tasks. Legal research regarding the same.	3.90	\$850.00	\$3,315.00
Service	12/02/2022	Review entire employment file of Plaintiff Whitfield for legal claims. Analyze all pay stubs for 226(a) and overtime violations. Legal research regarding recent court opinions. Conference with Plaintiff to obtain facts for complaint.	4.50	\$850.00	\$3,825.00
Service	12/04/2022	Draft original complaint. Review and analyze facts and law.	4.40	\$850.00	\$3,740.00
Service	12/08/2022	Review and analyze employment file of Plaintiff Valdez for legal claims. Analyze Defendant's employee handbook. Review paystubs for regular rate violations. Legal research. Conference with Plaintiff to discuss facts and claims for complaint. Revise complaint adding Plaintiff.	4.80	\$850.00	\$4,080.00
Service	12/09/2022	Review and revise complaint. Send to Plaintiff for approval via email. Call with Plaintiff regarding revisions to complaint and process of lawsuit. Revise complaint.	4.50	\$850.00	\$3,825.00

Service	12/10/2022	Review case file. Draft internal case notes memo detailing facts and law.	2.10	\$850.00	\$1,785.00
Service	12/11/2022	Review and research PAGA penalties. Draft PAGA notice. Status update to Plaintiffs.	2.00	\$850.00	\$1,700.00
Service	01/03/2023	Review complaint for filing, advise ND	2.60	\$450.00	\$1,170.00
Service	01/06/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	01/06/2023	Review & analyze employment file documents/1198.5 response	2.50	\$675.00	\$1,687.50
Service	01/09/2023	Review, edit & finalize class action complaint draft	2.20	\$675.00	\$1,485.00
Service	01/09/2023	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	01/09/2023	Review & finalize class action complaint draft; file in SD Sup. Ct.	0.60	\$675.00	\$405.00
Service	01/11/2023	Review court-returned documents; review docket; review Notice of Case Assignment; memo to firm re judicial/departement assignment & status of initial case management conference re class action	0.50	\$675.00	\$337.50
Service	01/15/2023	Prepare initial documents for service of process; identify registered agent; send out for service via Knox re class action	0.75	\$675.00	\$506.25
Service	01/23/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	02/05/2023	Review and research sick pay and late payment of wage claims under Cal. Lab. Code section 204. Review recent court opinions. Calls with Plaintiffs to discuss claims and status.	3.10	\$850.00	\$2,635.00
Service	02/14/2023	Review/analyze corr from defense counsel. Analyze claims. Draft/send proposal to JPA to cocounsel.	2.00	\$895.00	\$1,790.00
Service	02/22/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	03/05/2023	Review case file and discovery to date. Review and analyze data produced for mediation purposes. Legal research regarding meal and rest break class certification issues. Status update to Plaintiffs. Prepare for mediation.	5.10	\$850.00	\$4,335.00
Service	03/07/2023	Research previous settlements with similar claims and workweeks for mediation valuation. Review and analyze case demographics. Draft MOU for mediation.	3.60	\$850.00	\$3,060.00
Service	03/09/2023	Review/analyze corr re JPA. Draft / send response to cocounsel. Draft JPA.	2.00	\$895.00	\$1,790.00
Service	03/10/2023	Review pay stub exemplars for overtime and wage statement violations. Legal research regarding recent	3.20	\$850.00	\$2,720.00

		court opinions and settlements for these claims. Calls with Plaintiffs to obtain settlement authority and more facts for mediation brief.			
Service	03/22/2023	Receipt and Review of Correspondence: review correspondence between parties; review discovery; review court's orders; advise AJB and PM	1.00	\$750.00	\$750.00
Service	03/22/2023	Review and revise mediation brief. Review and analyze all mediation materials including briefs and exhibits thereto. Prepare for mediation.	4.30	\$850.00	\$3,655.00
Service	03/24/2023	Review and Revise: review and revise discovery requests; finalize	1.50	\$750.00	\$1,125.00
Service	03/27/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	03/28/2023	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.80	\$450.00	\$1,260.00
Service	03/29/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	03/29/2023	Review mediation brief; review legal and factual claims and issues and analyze.	1.50	\$750.00	\$1,125.00
Service	03/30/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	04/17/2023	Review file; draft PAGA only representative action complaint	3.75	\$675.00	\$2,531.25
Service	04/17/2023	Review PAGA notice. Review and revise PAGA only complaint. Status update to Plaintiffs.	1.90	\$850.00	\$1,615.00
Service	04/18/2023	Review file; revise PAGA only complaint; email to ND re venue; confer w ND and AJ re paga action & current posture of case	0.75	\$675.00	\$506.25
Service	04/19/2023	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	04/19/2023	Confer w AJ re venue; review & finalize paga complaint package; file in OC Sup. Ct.	0.70	\$675.00	\$472.50
Service	04/20/2023	Review court returned documents re paga action; review docket; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	04/20/2023	Provide notice to LWDA re paga filing	0.40	\$675.00	\$270.00
Service	05/04/2023	Review discovery requests served on defendant.	0.50	\$750.00	\$375.00
Service	06/12/2023	Review file; email to OPC re service of PAGA complaint via NAR; confer w team re status of class case	0.40	\$675.00	\$270.00
Service	06/12/2023	Review and Analyze: review correspondence between	1.20	\$750.00	\$900.00

		parties and status of mediation; review court's orders and status of service; advise RE and PM			
Service	06/13/2023	Prepare initial documents for service of process re PAGA action; identify reg. agent; send out for service of process	0.70	\$675.00	\$472.50
Service	06/13/2023	Begin evaluation of discovery responses from Defendant	1.00	\$550.00	\$550.00
Service	06/13/2023	Evaluate case and claims, review CMO and status of discovery	1.00	\$550.00	\$550.00
Service	06/13/2023	Review and Analyze: review document production from Def; advise TG	0.80	\$750.00	\$600.00
Service	06/14/2023	File Proof of service of summons re paga action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	06/28/2023	Review case notes and claims in prep for reviewing discovery responses from Def - eval Sp Rog and RFP responses	1.50	\$550.00	\$825.00
Service	06/29/2023	Review and evaluate Defendant's responses to RFA, Form Rogs and begin drafting Meet and confer letter to Def re all discovery responses	1.00	\$550.00	\$550.00
Service	06/30/2023	Continue drafting Meet and confer letter, finalize letter and sent to OPC	1.50	\$550.00	\$825.00
Service	06/30/2023	Continue drafting Meet and confer letter, finalize letter and sent to OPC	1.50	\$550.00	\$825.00
Service	06/30/2023	Review correspondences with defense; review Def. responses to discovery and review calendar re MTC deadline.	1.00	\$750.00	\$750.00
Service	07/20/2023	Review status of action and draft MOU; draft CMC statement.	1.00	\$750.00	\$750.00
Service	07/20/2023	Draft CMC Statement	0.70	\$250.00	\$175.00
Service	07/20/2023	Draft POS, file and serve CMC stmt.	0.50	\$250.00	\$125.00
Service	07/26/2023	Circulate MOU for signatures.	1.00	\$895.00	\$895.00
Service	07/28/2023	Review mediation notes and results. Review and analyze MOU terms. Send MOU to two Plaintiffs. Calls to explain terms and settlement amounts.	1.40	\$850.00	\$1,190.00
Service	08/01/2023	review MOU, analyze for execution, advise AJ.	1.25	\$995.00	\$1,243.75
Service	08/04/2023	Prepare for CMC by evaluating case and claims, MC St., status of case	1.00	\$550.00	\$550.00
Service	08/04/2023	Appear at CMC, annotate re outcome, memorialize outcome to firm	1.00	\$550.00	\$550.00

Service	08/15/2023	Draft: draft joint statement; review status of case and settlement; correspondence to Def; advise PM	2.50	\$750.00	\$1,875.00
Service	08/17/2023	Review and Revise: review and revise SAC; review MOU; review correspondence between parties	2.00	\$750.00	\$1,500.00
Service	08/17/2023	Review and Revise: review and revise amended complaints; draft amended complaint; correspondence to co-counsel	3.00	\$750.00	\$2,250.00
Service	08/21/2023	Correspondence with Opposing Counsel: correspondence with co-counsel re costs; advise KN	0.50	\$750.00	\$375.00
Service	08/21/2023	Review draft settlement agreement; review costs incurred.	0.50	\$750.00	\$375.00
Service	08/21/2023	Correspondence with Opposing Counsel: correspondence to Def; review amended complaint; advise KN	0.80	\$750.00	\$600.00
Service	08/22/2023	court appearance at CMC; prep for CMC; review MOU and settlement agreement status; advise PM	2.00	\$750.00	\$1,500.00
Service	09/18/2023	Review status of settling agreement and correspondences regarding revisions.	0.50	\$750.00	\$375.00
Service	10/25/2023	Review status of settlement	0.50	\$550.00	\$275.00
Service	10/25/2023	Review and analyze settlement terms and exhibits thereto. Send agreement for signature to Plaintiffs. Calls to explain settlement terms and process of settlement approval.	1.30	\$850.00	\$1,105.00
Service	10/27/2023	Review and revise draft motion for preliminary approval; prepare redlines and email co-counsel	1.50	\$950.00	\$1,425.00
Service	10/27/2023	Draft declaration ISO motion; insert cites into motion; email co-counsel	2.00	\$950.00	\$1,900.00
Service	11/07/2023	Review final SAC; execute SAC; email co-counsel	0.60	\$950.00	\$570.00
Service	02/08/2024	File and serve CMC statement in class action.	0.40	\$250.00	\$100.00
Service	02/08/2024	Draft: draft statement re status of settlement; review correspondence between parties; review MOU; finalize	1.50	\$750.00	\$1,125.00
Service	02/14/2024	Review ROA for hearing information on upcoming Status Conference re status of settlement	0.10	\$250.00	\$25.00
Service	02/23/2024	Prepare for CMC review status of case adn claims, evaluate statement, review case notes	1.00	\$550.00	\$550.00
Service	02/23/2024	Appear at CMC, memorialize outcome to firm	1.00	\$550.00	\$550.00
Service	02/26/2024	Review and Revise: review and revise joint report; review correspondence between parties; correspondence to Def	1.00	\$750.00	\$750.00

Service	02/27/2024	court appearance at CMC; prep for CMC; review joint statement; follow up	1.10	\$750.00	\$825.00
Service	03/20/2024	Advise VR re request for dismissal and upcoming OSC; review draft request for dismissal and supporting declaration.	0.75	\$750.00	\$562.50
Service	03/20/2024	Review and Revise: draft CMC statement; review and revise CMC statement; correspondence between parties	2.20	\$750.00	\$1,650.00
Service	03/21/2024	Review and Revise: review and revise request for dismissal; correspondence to Def; finalize and file	1.00	\$750.00	\$750.00
Service	04/25/2024	Review signed order; review emails and respond; review revised class notice	0.40	\$950.00	\$380.00
Service	09/09/2024	Review preliminary approval motion and order granting preliminary approval motion; begin drafting final approval motion.	2.00	\$750.00	\$1,500.00
Service	09/10/2024	Review preliminary approval motion and preliminary approval order; draft final approval motion.	2.50	\$750.00	\$1,875.00
Service	09/11/2024	Draft/review/revise motion for final approval; review co-counsel declaration and draft declaration from TPA.	3.50	\$750.00	\$2,625.00
Service	09/18/2024	Review and revise Admin decl; review document s and settlement terms; email to Admin	1.00	\$950.00	\$950.00
Service	09/18/2024	Review and revise motion for final approval; email draft motion to Def; memo to staff re: next steps; draft proposed order	3.00	\$950.00	\$2,850.00
Service	09/18/2024	Review settlement agreement, MOU, Complaint, evaluate mediation brief in preparation for drafting client declarations	1.00	\$550.00	\$550.00
Service	09/18/2024	Draft Declaration for plaintiff Whitfield. Finalize and sent to client	1.00	\$550.00	\$550.00
Service	09/18/2024	Draft Declaration for plaintiff Valdez. Finalize and sent to client	1.00	\$550.00	\$550.00
Service	09/23/2024	Draft declaration in support of final approval; review settlement agreement and TPA declaration.	3.00	\$750.00	\$2,250.00
Service	09/24/2024	Draft/review/revise declaration in support of final approval; review final approval brief and update tables.	2.50	\$750.00	\$1,875.00
Service	09/25/2024	Review and revise declaration; prepare exhibits; revise motion for final; prepare for filing; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
Services Subtotal					\$122,920.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	12/12/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	01/10/2023	Onelegal/Court Fee	1.00	\$1,490.20	\$1,490.20
Expense	01/23/2023	Onelegal/court fees	1.00	\$13.33	\$13.33
Expense	01/26/2023	Onelegal/court fees	1.00	\$42.72	\$42.72
Expense	01/31/2023	Knox	1.00	\$122.35	\$122.35
Expense	01/31/2023	Knox	1.00	\$76.35	\$76.35
Expense	04/20/2023	Onelegal/Court Fees	1.00	\$1,492.98	\$1,492.98
Expense	04/25/2023	Onelegal/court fees	1.00	\$1,492.98	\$1,492.98
Expense	06/15/2023	Onelegal/Court Filing Fee	1.00	\$41.69	\$41.69
Expense	06/30/2023	KNOX Messenger and Filing Service.	1.00	\$134.45	\$134.45
Expense	06/30/2023	KNOX Messenger and Filing Service.	1.00	\$55.95	\$55.95
Expense	08/17/2023	Court filing via OneLegal	1.00	\$13.33	\$13.33
Expense	08/21/2023		1.00	\$0.00	\$0.00
Expense	03/20/2024	legal research; download docs from docket	1.00	\$1.00	\$1.00
Expense	03/22/2024	One Legal	1.00	\$51.48	\$51.48
Expense	03/28/2024	legal research; download docs from docket	1.00	\$3.00	\$3.00
Expense	03/28/2024	San Diego Superior Court docket download fee	1.00	\$19.40	\$19.40
Expense	04/09/2024	legal research; download docs from docket	1.00	\$2.00	\$2.00
Expense	04/17/2024	One Legal	1.00	\$15.39	\$15.39
Expense	09/25/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal					\$5,203.60

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	5.0	\$895.00	\$4,475.00
Norm Blumenthal	1.25	\$995.00	\$1,243.75
Scott Blumenthal	21.6	\$450.00	\$9,720.00
Nicholas De Blouw	54.0	\$850.00	\$45,900.00

Ricardo Ehmann	16.25	\$675.00	\$10,968.75
Charlotte James	15.0	\$550.00	\$8,250.00
Piya Mukherjee	19.25	\$750.00	\$14,437.50
Kyle Nordrehaug	11.5	\$950.00	\$10,925.00
Victoria Rivapalacio	22.1	\$750.00	\$16,575.00
Gerardo Galaviz	1.7	\$250.00	\$425.00
Subtotal			\$128,123.60
Total			\$128,123.60

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/25/2024	\$128,123.60	\$0.00	\$128,123.60
Outstanding Balance				\$128,123.60
Total Amount Outstanding				\$128,123.60

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

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

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

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

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