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

ADRIANA CRUZ, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

NIKE RETAIL SERVICES, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2023-00012353-CU-OE-CTL**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: July 24, 2026
Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn M. Caietti
Dept.: 70

Date Action Filed: March 24, 2023
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

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

6 2. This declaration is being submitted in support of Plaintiff’s unopposed motion for
7 preliminary approval of the proposed class action settlement with Defendant NIKE Retail Services,
8 Inc. (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
9 settlement of this class action with Defendant; (2) for settlement purposes only, preliminarily
10 certifying the Class, which is comprised of “all individuals who are or previously were employed by
11 Defendant who were classified as non-exempt, employees in the State of California at any time
12 during the Class Period”, which is March 24, 2019, through July 22, 2025; (3) provisionally
13 appointing Plaintiff as the representative of the Class; (5) provisionally appointing Blumenthal
14 Nordrehaug Bhowmik De Blouw LLP and Gomez Trial Attorneys as Class Counsel; (6) approving
15 the form and method for providing class-wide notice; (7) directing that notice of the proposed
16 settlement be given to the Class; (8) appointing Apex Class Action LLC as the Administrator, and
17 (9) scheduling a final approval hearing date, proposed for December 4, 2026, to consider Plaintiff’s
18 motion for final approval of the settlement and for approval of attorneys’ fees, expenses and the
19 representative service award. Attached hereto as Exhibit #1 is a copy of the fully executed Class
20 Action and PAGA Settlement Agreement (“Agreement”) along with exhibits thereto. The form of
21 the Agreement is based upon the Los Angeles County Superior Court model form for a class and
22 PAGA settlement. This Declaration incorporates by reference the definitions in the Agreement, and
23 all terms defined therein shall have the same meaning as set forth in the Agreement.

24
25 Fairness of Settlement

26 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
27 of One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00) (the “Gross
28 Settlement Amount”) is to be paid by Defendant, as set forth in the Agreement. The Gross

1 Settlement Amount will settle all issues pending in the Action between the Parties and will be made
2 in full and final settlement of the Released Class Claims in exchange for the payments to
3 Participating Class Members from the Gross Settlement Amount. The Gross Settlement Amount
4 shall also be used to pay: (a) the costs of administration of the settlement, (b) Class Counsel's
5 attorneys' fees and costs requests, (c) Class Representative Service Payment, and (d) the PAGA
6 Penalties to the LWDA and to Aggrieved Employees. (Agreement at ¶ 1.22.) The following is a
7 table of the key Settlement terms and the proposed deductions:

8 **\$1,350,000** (Gross Settlement Amount)

- 9 - \$15,000 (Plaintiff's proposed service award - not to exceed amount)
- 10 - \$135,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 11 - \$450,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 12 - \$30,000 (PAGA Payment - 65% to LWDA / 35% to Aggrieved Employees)
- 13 - \$66,000 (Administration Expenses Payment - not to exceed amount)

14 **\$654,000** (Net Settlement Amount)

15 4. The relief provided in the Settlement will benefit all members of the Class. The
16 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
17 Payments to the Class Members are all determined under a neutral methodology. Each Participating
18 Class Member will receive the same opportunity to participate in and receive payment through a
19 neutral formula that is based upon the Workweeks for that individual.

20 5. On April 10, 2025, the Parties participated in an all-day mediation with Steve
21 Cerveris, a respected and experienced mediator of wage and hour class and representative actions.
22 In preparation for the mediation, Defendant provided Class Counsel with payroll, time and
23 employment data, along with other information regarding the Class Members, various internal
24 documents, and other compensation and employment-related materials. Class Counsel analyzed the
25 data with the assistance of damages expert Berger Consulting and prepared and submitted a
26 mediation brief to the mediator. The final settlement terms were negotiated and set forth in the
27 Agreement now presented for this Court's approval. Importantly, Plaintiff and Class Counsel
28 believe that this Settlement is fair, reasonable and adequate.

6. Based upon 10,010 Class Members who worked an estimated 823,094 work weeks (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$134 per Class Member and \$1.64 per workweek and after deductions the Net Settlement Amount provides an average recovery of \$65.33 per Class Member and a recovery of \$0.79 per workweek. The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff used this expert to analyze the data and determine the potential unpaid wages for the employees. The maximum potential damages were calculated to be \$2,407,550 for the alleged unpaid wages for off-the-clock work at 10 minutes per week, \$12,424 for the alleged unpaid overtime due to the miscalculation of the regular rate, \$279,689 for the alleged underpaid meal premiums, Covid sick pay and PTO wages due to the miscalculation of the regular rate, \$693,398 for alleged missed meal period damages based upon a 1.7% violation rate observed in the time records and after deduction of meal premiums already paid by Defendant, \$1,825,406 for alleged rest period damages based upon 1 violation every other month, \$520,059 for alleged unreimbursed cell-phone expenses at \$5 per month. As a result, the total damage valuation was calculated such that Defendant was subject to a maximum damage claim in the amount of \$5,738,526. As to potential penalties, Plaintiffs calculated that potential waiting time penalties were a maximum of \$3,800,160, and potential maximum wage statement penalties were \$440,700.¹ Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of \$1,350,000 represents more than 23.5% of the maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.² Importantly, the

¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 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 Defendant's position that Plaintiff and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether and when the wages were due.").

² Because the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiffs has not included the PAGA claim in her discussion of the value of the class claims. The

1 recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec.*
2 *Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and
3 wage statement penalties, even if wages were owed to the Class. The above maximum calculations
4 should then be realistically risk-adjusted in consideration for both the risk of class certification and
5 class-wide liability on all claims. Given the amount of the settlement as compared to the potential
6 value of claims in this case and the defenses asserted by Defendant, this settlement is fair and
7 reasonable.

8
9 Procedural History of the Litigation

10 7. On January 12, 2023, Plaintiff filed with the LWDA and served on Defendant a
11 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
12 civil penalties on behalf of Aggrieved Employees for alleged violations of Labor Code §§ 201, 202,
13 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
14 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
15 California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and
16 Violation of the applicable Industrial Welfare Commission Wage Order(s). This notice is referred to
17 as the “PAGA Notice”, and is attached hereto as Exhibit #3 for the Court’s reference.

18 8. On March 24, 2023, Plaintiff commenced this Action by filing a complaint against
19 Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff's
20 complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal.
21 Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California
22 Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California
23 Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal.
24 Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor
25 Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of
26 California Labor Code §§ 226.7 and 512; (7) failure to to reimburse employees for required

27 _____
28 PAGA claim is addressed below at ¶33.

1 expenses in violation of California Labor Code § 2802; (8) failure to provide wages when due in
2 violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay wages in
3 violation of California Labor Code §§ 201-204, 233, 246.³ On May 11, 2023, Defendant removed
4 this Action to United States District Court, Southern District of California. On May 22, 2023,
5 Plaintiff filed a Representative Action Complaint alleging a single cause of action against Defendant
6 for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§
7 2698, et seq. ("PAGA") in the Superior Court of the State of California, County of Orange ("PAGA
8 Action").

9 9. As part of the Settlement, the Parties agree to stipulate to remand this Action to
10 Superior Court of California for the County of San Diego for settlement purposes only. On
11 November 19, 2025, Plaintiff filed a First Amended Class Action and Representative Action
12 Complaint which consolidated Action and the PAGA claim and all of the factual allegations and
13 theories of liability from the PAGA Action. The First Amended Class Action and Representative
14 Action Complaint is the operative complaint in the Action (the "Operative Complaint").

15 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
16 including formal and informal discovery, multiple depositions, and the production of documents,
17 class data, and other information, allowing for the full and complete analysis of liabilities and
18 defenses to the claims in the Action. The information for mediation obtained by Plaintiff included:
19 (1) data concerning the class; (2) payroll data and time punch data for the Class covering 9,166
20 employees and 2,120,136 days of work; (3) Defendant's wage and hour policies; (4) the
21 employment files for the Plaintiff; and, (5) samples of wage statements provided by Defendant. As
22 such, Class Counsel received the data and information for the Class, which was sufficient for
23 Plaintiff's expert to prepare the valuations of the claims for the Class.

24 11. Class Counsel has extensive experience in litigating wage and hour class and
25

26 ³ Plaintiff also alleged individual claims for discrimination and retaliation in violation of the Fair
27 Employment and Housing Act, and wrongful termination in violation of public policy. In addition
28 to the Gross Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual
claims, pursuant to a separate confidential Individual Settlement Agreement. Plaintiff's individual
claims exist independent and apart from the class and PAGA claims at issue in the Action.

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

7 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a
8 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
9 documents and information in connection with the Action. On April 10, 2025, the Parties
10 participated in an all-day mediation presided over by Steve Cerveris, a respected and experienced
11 mediator of wage and hour class actions. The Parties did not settle the matter at mediation.
12 Subsequently to the mediation, the Parties were able to agree to settle the Action based upon a
13 mediator's proposal which was memorialized in the form of a Memorandum of Understanding. The
14 Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times,
15 the negotiations were arm's length and contentious.

16 13. Although a settlement has been reached, Defendant denies any liability or
17 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
18 any purpose other than settlement, the Action is appropriate for class and/or representative
19 treatment. Defendant contends, among other things, that it has complied at all times with the
20 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
21 Defendant contends that class certification is inappropriate for any reason other than for settlement.
22 Plaintiff contend that Defendant violated California wage and hour laws. Plaintiff further contend
23 that the Action is appropriate for class certification on the basis that the claims meet the requisites
24 for class certification. Without admitting that class certification is proper, Defendant has stipulated
25 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.14). The
26 Parties agree that certification for settlement purposes is not an admission that class certification is
27 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
28 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties

1 stipulate and agree that the requisites for establishing class certification with respect to the Class are
2 satisfied.

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

16
17 Settlement Terms and Plan of Allocation

18 15. The Gross Settlement Amount is One Million Three Hundred Fifty Thousand Dollars
19 (\$1,350,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists
20 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
21 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
22 Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff;
23 and (5) the PAGA Penalties payment, which is to be allocated 25% to the Aggrieved Employees and
24 75% to the LWDA. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include
25 Defendant's share of employer-side payroll taxes which will be paid separately and not out of the
26 Gross Settlement Amount. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall not revert to
27 Defendant. (Agreement at ¶ 3.1.)

28 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay

1 payroll taxes no later than fourteen (14) days after the Effective Date. (Agreement at ¶ 4.3.) The
2 distribution of Individual Class Payments to Participating Class Members along with the other
3 Court-approved distributions shall be made within 14 days after the Defendant funds the settlement.
4 (Agreement at ¶ 5.1.)

5 17. The amount remaining in the Gross Settlement Amount after the deduction of
6 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
7 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
8 Expenses Payment, and the Administration Expenses Payment (called the “Net Settlement
9 Amount”) shall be allocated to Class Members as their Individual Class Payments. (Agreement at
10 ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
11 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
12 total number of Workweeks worked by all Participating Class Members during the Class Period and
13 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
14 3.2.5.) Workweeks will initially be based on Defendant’s records, however, Class Members will
15 have the right to challenge the number of Workweeks.

16 18. Class Members may choose to opt-out of the Settlement by following the directions
17 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provides that Class Members
18 shall have forty-five (45) days from the date that the Class Notice is mailed to them (the “Response
19 Deadline”) to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42,
20 8.5, 8.7.) All Class Members who do not “opt out” will be deemed Participating Class Members
21 who will be bound by the Settlement and will be entitled to receive an Individual Class Payment.
22 (Agreement at ¶ 8.5(c).) All Aggrieved Employees will be paid their allocation of the PAGA
23 Penalties and will be subject to the release of the Released PAGA Claims regardless of any request
24 for exclusion from the Class. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will
25 advise the Class Members of their right to object to the Settlement and/or dispute their Workweeks.
26 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

27 19. A Participating Class Member must cash his or her Individual Class Payment check
28

1 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
2 180 days will be voided and any funds represented by such checks sent to a Court-approved
3 nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy
4 Pres Recipient"), proposed to be the Legal Aid Foundation of Los Angeles. The Parties, Class
5 Counsel and Defense Counsel represent that they have no interest or relationship, financial or
6 otherwise, with the intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

7 20. Subject to Court approval, the Parties have agreed on Apex Class Action LLC to
8 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator
9 will be paid for settlement administration in an amount not to exceed \$66,000. (Agreement at ¶
10 3.2.3.) Apex Class Action provided an estimate of \$59,990 for administration expenses.

11 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
12 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
13 (Agreement at ¶ 3.2.2.) Class Counsel will also be allowed to apply separately for an award of
14 Class Counsel Litigation Expenses Payment in an amount not to exceed \$135,000. (Agreement at ¶
15 3.2.2.) Subject to Court approval, the Agreement provides for a payment of no more than \$15,000
16 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2.1.)

17 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
18 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
19 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$30,000, to be allocated
20 75% (\$13,000) to the LWDA PAGA Payment and 25% (\$7,000) to the Individual PAGA
21 Payments.⁴ (Agreement at ¶ 3.2.4.) The Individual PAGA Payments will be calculated by (a)
22 dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA
23 Penalties (\$7,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
24 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
25

26
27
28 ⁴ Because the PAGA claim was initiate prior to June 2024, the 75/25 allocation under the prior
version of Labor Code § 2699 applies.

1 Periods. (Agreement at ¶ 3.2.4.) As set forth in the accompanying proof of service, the LWDA has
2 been served with this motion and the Agreement.

3
4 Risks of Continued Litigation and Standards for Approval

5 23. Plaintiff and Class Counsel recognize the expense and length of continuing to
6 litigate and trying the Action against Defendant through possible appeals which could take several
7 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
8 especially in complex actions such as the Action. Class Counsel is also mindful of and recognize
9 the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action.
10 Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set
11 forth in the Agreement is in the best interest of the Class Members.

12 24. A number of defenses asserted by Defendant present serious threats to the claims of
13 the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied
14 with all applicable Labor laws. Defendant argued that Class Members were paid for all time worked
15 and that all work time was properly recorded and compensation for that time was correctly
16 compensated. Defendant contends that its meal and rest period policies fully complied with
17 California law and Defendant did not fail to provide the opportunity for legally required meal and
18 rest breaks. Defendant could argue that their payment of meal premiums is evidence of its lawful
19 practices and good faith. Defendant contends that there was no failure to pay for business expenses
20 and any cell phone usage was merely convenient and voluntary such that reimbursement was not
21 legally required. Finally, Defendant could argue that the Supreme Court decision in *Brinker v.*
22 *Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability, value, and class
23 certifiability as to the meal and rest period claims. Defendant also argues that based on their facially
24 lawful practices, Defendant acted in good faith and without willfulness, which if accepted would
25 negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v.*
26 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in
27 good faith believed it was providing a complete and accurate wage statement in compliance with the
28 requirements of section 226, then it has not knowingly and intentionally failed to comply with the

1 wage statement law.”) Defendant’s defenses could eliminate or substantially reduce any recovery to
2 the Class. While Plaintiff believes that these defenses could be overcome, Defendant maintains these
3 defenses have merit and therefore present a serious risk to recovery by the Class.

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

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

16 27. Plaintiff will apply to the Court for a Class Representative Service Payment in
17 consideration for her service and for the risks undertaken on behalf of the Class. (Agreement at ¶
18 3.2.1.) Plaintiff performed her duties admirably by working with Class Counsel over the course of
19 litigation, sitting for deposition, and undertook the risks of litigation for the Class. The Declaration
20 on behalf of the Plaintiff is submitted herewith in support. At this stage, the requested service
21 award is within the accepted range of awards for purposes of preliminary approval. *See e.g.*
22 *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022)
23 (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow*
24 *Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
25 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018)
26 (awarding \$12,500 where average class member payment was \$351); *Louie v. Kaiser Foundation*
27 *Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service
28 award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862,

1 *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action and a pool of
2 \$100,000 in enhancements).

3 28. The stage of the proceedings at which this Settlement was reached also militates in
4 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
5 conducted a thorough investigation into the facts of the class action. Class Counsel engaged in
6 informal discovery to obtain necessary information. Class Counsel conducted a review and analysis
7 of the relevant documents and data with the assistance of an expert. Class Counsel was also
8 experienced with these claims. Accordingly, the agreement to settle did not occur until Class
9 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
10 success on the merits and the results that could be obtained through further litigation.

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

18
19 Class Certification Issues

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

24 All individuals who are or previously were employed by Defendant who were
25 classified as non-exempt, employees in the State of California at any time during the
26 Class Period.

27 (Agreement at ¶ 1.5.)

28 The Class Period is from March 24, 2019, through July 22, 2025. (Agreement at ¶ 1.13).

1 a. **Numerosity** - Plaintiff asserts that the 10,010 current and former employees
2 that comprise the Class can be identified based on Defendant's records and are sufficiently
3 numerous for class certification.

4 b. **Common Issues Predominate** - Plaintiff contends that common questions of
5 law and fact are present, specifically the common questions of whether Defendant's practices were
6 lawful, whether Defendant failed to provide meal and rest periods to Class Members, whether Class
7 Members were lawfully compensated for all hours worked, whether Defendant miscalculated the
8 regular rate when paying overtime, sick pay and/or PTO, whether Defendant failed to provide
9 required expense reimbursement, and whether Class Members are entitled to damages and penalties
10 as a result of these practices. Plaintiff contends that certification of this Class is appropriate because
11 Defendant allegedly engaged in uniform practices with respect to the Class Members. As a result,
12 these common questions of liability could be answered on a class wide basis. As a result, these
13 common questions of liability could be answered on a class wide basis. Defendant disputes that
14 common questions predominate but will not oppose such a finding for purposes of this Settlement
15 only.

16 c. **Typicality** - In this Action, Plaintiff contends that the typicality requirement
17 is fully satisfied. Plaintiff, like every other member of the Class, was employed by Defendant as a
18 non-exempt employee, and, like every other member of the Class, was subject to the same
19 employment policies and practices. Plaintiff, like every other member of the Class, also claims
20 owed compensation as a result of the Defendant's allegedly uniform company policies and practices.
21 Thus, the claims of Plaintiff and the members of the Class arise from the same course of conduct by
22 Defendant, involve the same issues, and are based on the same legal theories. Defendants dispute
23 that the typicality requirement is satisfied but do not oppose a finding of typicality for purposes of
24 this Settlement only.

25 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
26 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
27 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
28 requirement is met here. First, Plaintiff was well aware of her duties as the representative of the

1 Class and actively participated in the prosecution of this case, appearing for deposition and
2 respnding to discovery. Plaintiff effectively communicated with Class Counsel, provided
3 documents and information to Class Counsel, and participated in the investigation and resolution of
4 the Action. The personal involvement of the Plaintiff was essential to the prosecution of the Action
5 and the monetary settlement reached. Second, Plaintiff retained competent counsel who are
6 experienced in employment class and representative actions and who have no conflicts. Third, there
7 is no antagonism between the interests of the Plaintiff and those of the Class. Both the Plaintiff and
8 the Class Members seek monetary relief under the same set of facts and legal theories. Under such
9 circumstances, there can be no conflicts of interest, and adequacy of representation is satisfied.

10 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
11 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
12 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
13 experience. We have handled a number of class actions and complex cases and have acted both as
14 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
15 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
16 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
17 employment law class actions, including claims for misclassification, overtime, expense
18 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
19 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
20 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
21 adequate counsel by the courts throughout California. We have been approved as experienced class
22 counsel by both state and federal courts in California in contested class certification proceedings. A
23 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
24 settlement is defined as "all individuals who are or previously were employed by Defendant who
25 were classified as non-exempt, employees in the State of California at any time during the Class
26 Period." I have reviewed my firm's cases and representation of other plaintiffs and there is no
27 conflict or representation which would prevent my firm from representing the interests of the Class
28 this case. My firm only represents employees, and not employers. My firm has never represented

1 Defendant nor any affiliate of the Defendant. My firm's only interest in the subject matter of this
2 litigation is to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance
3 to the Class and the claims of the Class is not inconsistent with our allegiance to pursue the claims
4 on behalf of other employees and classes as the claims are all against different and distinct
5 employers. I can think of no conflict that would arise in our representation of the Class and our
6 adequate representation of the Class is evidenced by the successful prosecution of the class claims to
7 reach an excellent recovery for the Class. Moreover, neither the Plaintiff nor Class Counsel have
8 any affiliation with the proposed Cy Pres Recipient nor the Administrator for this settlement. Thus,
9 the adequacy requirement for my firm is satisfied for purposes of this Settlement.

10 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
11 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
12 "A" to the Agreement.) In accordance with the Agreement, Defendant will provide to the
13 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶ 4.2.)
14 Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice to all
15 Class Members via first-class U.S. Mail using the most current mailing address information
16 available. (Agreement at ¶ 8.4.2.) The Class Notice will include, among other information: (i)
17 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
18 opt out, including a description of the applicable release; (iii) information to the Class Members
19 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
20 Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be
21 sought; (v) the amount of the Plaintiff's service award request; and (vi) the anticipated expenses of
22 the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days
23 from the date that the Class Notice is mailed to them (the "Response Deadline") to request
24 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class
25 Members shall be given the opportunity to object to the Settlement and the request for attorneys'
26 fees and expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class
27 Members who do not submit a timely and proper request to opt-out will automatically receive a
28 payment of their Individual Class Payment. This notice program was designed to meaningfully

reach the Class Members and it advises them of all pertinent information concerning the Settlement.

33. The PAGA Claim -

a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the same lens as the relief obtained by absent class members on other claims (i.e., the percentage of recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that primary consideration. "The LWDA recognizes that this Court does not review the PAGA allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent class members." (LWDA Response at p.4).

b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between \$11,454,850 and \$22,909,700 for a single violation in every one of the 229,097 pay periods at issue for the 816 Aggrieved Employees in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate per pay period but without stacking.⁵ The PAGA allocation in the Settlement is the amount of \$30,000. This allocation is justified by several important

⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of between \$11,454,850 and \$22,909,700 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed, and the recent 2024 amendments to the PAGA statute cast further doubt on stacking of penalties.

1 considerations. First, the PAGA claim was subject to the same risks as the underlying class claims.
2 Second, Defendant asserted additional defenses to the PAGA claim, not only as to liability but also
3 as to the amount of the penalties. Defendant argued that significant PAGA penalties would be
4 unlikely and would be reduced under such particular “circumstances” under Cal. Labor Code
5 §2699(e)(2) and/or “would result in an award that is unjust, arbitrary and oppressive, or
6 confiscatory” under Cal. Labor Code §2699(e)(2). Defendant could also argue that no penalties
7 prior to the PAGA notification should be awarded, and I am aware of one trial court which has so
8 ruled. These additional defenses present a risk to the PAGA claim and the potential that some or all
9 of the PAGA penalties sought may not be awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal.
10 App. 5th 504 (2018), the court affirmed a judgment which only provided for a PAGA penalty of \$5
11 per violation. Therefore, at trial, any PAGA penalties awarded could be significantly less than
12 Plaintiff’s calculation even where Plaintiff prevailed on the PAGA claim. Even if we assume that
13 violations for all 229,097 pay periods were established, using the valuation from *Carrington* results
14 in a potential recovery of only \$1,145,485 under PAGA. This means that the PAGA allocation in
15 the Agreement is a reasonable percentage of this potential PAGA recovery. Fourth, the interests of
16 PAGA are also served by the Class recovery under the reasoning of the LWDA in *O’Connor v.*
17 *Uber*.

18 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
19 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
20 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
21 approximately 2.2% of the total settlement value to resolve the PAGA claims applicable to the class
22 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
23 Courts typically approve PAGA settlement amounts in the range of 2 percent of the total settlement.
24 See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of
25 \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S.
26 Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class
27 settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA
28 Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis

1 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000
2 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011)
3 (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement);
4 *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA
5 payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement); *Hopson v.*
6 *Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was
7 .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO,
8 Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to
9 the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141
10 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the
11 PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class
12 settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No.
13 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000
14 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case
15 No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846
16 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles
17 Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of
18 \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D.
19 Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount);
20 *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA
21 penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange
22 County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as
23 PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San
24 Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties
25 or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino
26 Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of
27 \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino
28 Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of

1 \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No.
2 BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount);
3 *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA
4 penalties or 0.34% of \$1,450,000 settlement amount).

5
6 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
7 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
8 reasonable, and at the time of final approval, my firm will present lodestar to further support the
9 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
10 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
11 of the class action awards obtained by Class Counsel in similar employment actions throughout the
12 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
13 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
14 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
15 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
16 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
17 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
18 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
19 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
20 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
21 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
22 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
23 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
24 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
25 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
26 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
27 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
28 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On

1 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
2 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
3 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
4 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
5 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
6 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
7 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
8 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
9 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
10 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
11 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
12 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
13 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
14 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
15 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
16 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
17 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
18 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
19 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
20 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
21 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
22 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
23 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
24 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
25 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County
26 Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a
27 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
28 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee

1 award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company*
2 (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-
3 third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp*
4 *Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney
5 awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango*
6 *v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU-OE-CXC), Judge
7 William Claster approved a one-third fee award in a wage and hour class action. On October 16,
8 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061)
9 Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On
10 October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside County Superior Court Case No.
11 CVRI2104986), Judge Harold W. Hopp awarded a one-third fee award in a wage and hour class
12 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior
13 Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and
14 hour class settlement. On November 20, 2023, in *Steele v. Legoland California* (San Diego County
15 Superior Court Case No. 37-2021-00052868), Judge Carolyn M. Caietti awarded a one-third fee
16 award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's*
17 *Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner
18 approved a one-third fee award in a wage and hour class settlement. On August 9, 2024, in *Cranton*
19 *v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge Gregory
20 Pollack approved a one-third fee award in a wage and hour class settlement. On September 12,
21 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.
22 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class
23 settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court
24 Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and
25 hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco
26 Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in
27 a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County
28 Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award

1 in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara
2 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee
3 award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior*
4 (Sacramento County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a
5 one-third fee award in a wage and hour class settlement. On November 14, 2025, in *Watson v. San*
6 *Diego Dialysis* (San Diego Superior Court Case No. 37-2024-00002851), Judge Wendy M. Behan
7 approved a one-third fee award in a wage and hour class settlement. On February 26, 2026, in
8 *Rugama-Hernandez v. P\$B Intermodel Services* (Los Angeles County Superior Court Case No.,
9 24STCV07771), Judge Timothy Patrick Dillon approved a one-third fee award in a wage and hour
10 class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light
11 of the fees that have been awarded in other similar cases.

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

1 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
2 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
3 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*,
4 Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service
5 award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County
6 Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional
7 compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los
8 Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose*
9 *Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
10 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
11 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award);
12 *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court
13 (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services,*
14 *Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000
15 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara
16 County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express,*
17 *LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
18 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
19 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply*
20 *LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding
21 \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep.
22 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC
23 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award);
24 *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10,
25 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No.
26 JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award);
27 *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County
28 Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II,*

1 Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service
2 award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No.
3 EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

4
5 36. Potentially Related Other Actions - I am not aware of any other pending matter or
6 action asserting claims that will be extinguished or affected by the Settlement.

7
8 37. Administration - After seeking bids from qualified administrators, the estimate from
9 Apex Class Action was selected, as it provided for an estimate of \$59,990 to perform the settlement
10 administration for 11,200 Class Members, with any difference between the actual expenses and the
11 budget of \$66,000 to be retained in the Net Settlement Amount for distribution to the Class. I have
12 used Apex Class Action successfully as the administrator in more than twenty class settlements in
13 the last couple years and know them to be competent and experienced. My firm has no relationship
14 or connection with Apex Class Action, and thus no conflict of interest exists. Submitted in support
15 of the motion is the Declaration of Sean Hartranft of Apex Class Action which includes the estimate
16 for administration from Apex Class Action for this matter.

17
18 Service on the LWDA:

19 38. At the same time as the filing and service of this declaration, I am also serving the
20 LWDA which includes the Class Action and PAGA Settlement Agreement. This service is verified
21 by the accompanying proof of service.

22
23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct. Executed this 29th day of June, 2026, at La Jolla, California.

25 By: /s/ Kyle Nordrehaug

26 Kyle R. Nordrehaug, Esq.

27 Attorney for Plaintiff

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Adriana Cruz (“Plaintiff”), individually and in her representative capacity on behalf of the Settlement Class, as defined below, and as a private attorney general on behalf of the State of California; and Defendant NIKE Retail Services, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Adriana Cruz v. Nike Retail Services, Inc.*, Case No. 37-2023-00012353-CU-OE-CTL, initiated on March 24, 2023 and pending in Superior Court of the State of California, County of San Diego.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant who were classified as non-exempt employees in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant who were classified as non-exempt, employees in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, Brooke Waldrop and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP and John Gomez of the Gomez Trial Attorneys.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from March 24, 2019, through July 22, 2025.
- 1.14. “Class Representative” means Adriana Cruz, the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of San Diego.
- 1.17. “Defendant” means the named defendant in the Action, NIKE Retail Services, Inc.
- 1.18. “Defense Counsel means the attorneys representing Defendant, Matthew A. Tobias and Angela S. Chuang of Sheppard, Mullin, Richter & Hampton LLP.

- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement and upon service of the Notice of Entry of Order and/or Final Judgment; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Three Hundred Fifty Thousand Dollars and Zero Cents (**\$1,350,000.00**), which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from January 12, 2022 through July 22, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s January 12, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500) and 75% to the LWDA (\$22,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Adriana Cruz, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.

- 1.40. “Released Parties” means Defendant, and each of its past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, , divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies and employees thereof, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, service providers, alter-egos, potential and alleged alter-egos, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.
- 1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one shift.

2. RECITALS

- 2.1. On March 24, 2023, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff’s Complaint alleges the following causes of action: (1) violation of California Business and Professions Code § 17200 et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of California Labor Code § 510, et seq.; (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for required

expenses in violation of California Labor Code § 2802; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; (9) failure to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246; (10) discrimination and retaliation in violation of the Fair Employment and Housing Act; and (11) wrongful termination in violation of public policy.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the Labor and Workforce Development Agency by sending the Private Attorney General Act Notice on or about January 12, 2023.
- 2.3. On May 11, 2023, Defendant removed this Action to United States District Court, Southern District of California.
- 2.4. On May 22, 2023, Plaintiff filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of Orange (“PAGA Action”).
- 2.5. On April 10, 2025, the Parties participated in an all-day mediation presided over by Steve Cerveris, a respected mediator of wage and hour representative and class actions. Following the mediation, each Party, represented by its respective counsel, agreed to settle this Action and the PAGA Action based upon a mediator’s proposal, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.6. Prior to mediation, Plaintiff obtained various documents and information that allowed both Parties to evaluate the potential exposure and potential risk, including relevant policies, Plaintiff’s personnel file, Plaintiff’s payroll and time records, and a sampling of the time and pay records for the Class Members and Aggrieved Employees. Plaintiff took the depositions of two of Defendant’s Persons Most Qualified, two current employees of Defendant, and one of Defendant’s designated experts. Defendant took the depositions of Plaintiff, three proposed class members, and two of Plaintiff’s designated experts. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129–130 (“*Dunk/Kullar*”).
- 2.7. As a condition of this Settlement, and to conserve judicial resources and facilitate the efficient resolution of this Action and the PAGA Action: (a) the Parties agree to stipulate to remand this Action to Superior Court of California for the County of San Diego for settlement purposes only; (b) Plaintiff will seek leave to amend to file a First Amended Class Action and Representative Action Complaint to add the PAGA claim to this Action; and (c) Plaintiff will dismiss the PAGA Action thereafter without prejudice. In the event the Settlement is not approved by the Court, and this case proceeds to litigation, the Parties agree that Defendant has the

right to remove the Action, and Plaintiff will not object to the removal or seek to remand the Action.

- 2.8. On October 2, 2025, the Parties filed an Amended Joint Motion to Remand this Action to the Superior Court of the State of California, County of San Diego.
- 2.9. On October 7, 2025, the United States District Court remanded this Action to the Superior Court of the State of California, County of San Diego.
- 2.10. On November 5, 2025, the Parties stipulated to the filing of a First Amended Class Action and Representative Action Complaint to add the PAGA claims to this Action.
- 2.11. On November 19, 2025, Plaintiff filed a First Amended Class Action and Representative Action Complaint.
- 2.12. The First Amended Class Action and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”).
- 2.13. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.14. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay the total gross amount of One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00) and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved

Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$450,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$135,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. The payment of the Class Counsel Fees Payment shall be allocated as follows: 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 25% the Gomez Law Firm. The Class Counsel Litigation Expenses Payment shall be allocated between firms based upon the expenses actually incurred by each firm as set forth in the declarations by Class Counsel. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any

dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$66,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$66,000.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75% (\$22,500.00) allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by **(a)** dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$7,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and **(b)** multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5 To Each Participating Class Member: An Individual Class Payment calculated by **(a)** dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and **(b)** multiplying the result by each Participating Class Member's Workweeks.

3.2.5.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.6 The settlement payments made to Plaintiff and Class Members under this Settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties' intention that this settlement will not affect any rights, contributions, or amounts to which Plaintiff and Class Members may be entitled under any benefit plans. The payment under this Agreement shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that as of July 22, 2025 the Class consists of 10,010 Class Members who collectively worked a total of 823,094 Workweeks, and 8,425 Aggrieved Employees who worked a total of 229,097 PAGA Pay Periods.
- 4.2. Class Data. Not later than fifteen (15) business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided (“void date”). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b), Legal Aid Foundation of Los Angeles (“Cy Pres Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments (“Funding Date”), Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

- 6.1. Plaintiff’s Release. Upon the Funding Date, and as a condition of receiving any portion of her Class Representative Service Payment, Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, fully and finally release Defendant and the Released Parties, from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to her employment with Defendant and her compensation while an employee of Defendant (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims include, but are not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time pay, and interest; the calculation of the regular rate of pay; failure to provide required meal and rest periods; missed meal period and rest-period premiums, including failure to pay premiums at the regular rate of compensation; wage statement penalties; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to pay vested, unused vacation and holiday pay; failure to pay sick leave pay at the regular rate of pay; deductions; failure to keep accurate records; failure to provide seating; unfair business practices; penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping penalties, minimum-wage penalties, wage statement penalties, and waiting-time penalties; and attorneys’ fees and costs. Plaintiffs’ Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 201, 202, 203, 204 *et seq.*, 210, 218, 221, 223, 226 *et seq.*, 226.7, 227.3, 233, 246 *et seq.*, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, 2699.3, and 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200, *et seq.*; California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, *et seq.*, federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.* (“ERISA”) (except for claims for vested benefits that may not be forfeited pursuant to the ERISA). Plaintiff’s Released Claims expressly excludes any claims or actions to enforce this Agreement, or to any claims for unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period, the release of claims not

permitted by law, and Plaintiff's Individual Claims subject to the separate individual settlement agreement as further discussed in Section 6.1.2 below

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that she now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Plaintiff's 1542 waiver does not apply to Plaintiff's Individual Claims subject to the separate individual settlement agreement as further discussed in Section 6.1.2 below. Thus, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

6.1.2 Plaintiff's Individual Settlement. In addition to the Gross Settlement Amount, Defendant has agreed to separately settle Plaintiff's Individual Claims, pursuant to a separate confidential Individual Settlement Agreement. Plaintiff's Individual Claims include, but are not limited to, discrimination and retaliation in violation of the Fair Employment and Housing Act and wrongful termination in violation of public policy. Plaintiff's Individual Claims exist independent and apart from the class and PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.

6.2. Release by Participating Class Members. Upon the Funding Date, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release Defendant and the Released Parties from the Released Class Claims. The "Released Class Claims" include all claims asserted in the Operative Complaint, arising from or reasonably related to the facts and claims alleged in the Operative Complaint during the Class Period. The Released Class Claims include claims under California Labor Code sections 201-204, 226, 226.7, 233, 246, 510, 512, 1194, 1197, 1197.1 and 2802, the applicable Wage Orders of the Industrial Welfare Commission, and the California Business and Professions Code Section 17200, *et seq.* asserted in or related to the facts alleged in the Operative Complaint, including: (i) unfair competition; (ii) failure to pay minimum wages; (iii) failure to pay overtime wages, including but not limited to claims

related to the calculation of the regular rate for overtime purposes; (iv) failure to provide required meal periods; (v) failure to provide required rest periods; (vi) failure to provide accurate itemized statements; (vii) failure to reimburse employees for required expenses; (viii) failure to provide wages when due; and (ix) failure to pay sick pay wages. The Released Class Claims expressly excludes any other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act., unemployment insurance, disability, social security, workers' compensation, or class claims based on facts outside the Class Period.

- 6.3. Release by Aggrieved Employees. Upon the Funding Date, all Aggrieved Employees and the LWDA are deemed to, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release Defendant and the Released Parties from all Released PAGA Claims. The "Released PAGA Claims" include all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.* arising from any of the factual allegations asserted in the Operative Complaint and/or PAGA Notice submitted by Plaintiff arising during the PAGA Period including all claims for attorneys' fees and costs related thereto, including PAGA claims predicated on California Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 218, 221, , 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, 2699.3, and 2802; the applicable Wage Orders of the Industrial Welfare Commission; California Code of Regulations, Title 8, Sections 11040, Subdivision 5(A)-(B) and 11070(14); and the California Business and Professions Code Section 17200, *et seq.* The Released PAGA Claims do not include other PAGA claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability, social security, and worker's compensation, and PAGA claims outside of the PAGA Period.

7. MOTION FOR PRELIMINARY APPROVAL

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

- 7.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres

Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming her willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

- 7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving

and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
 - 8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 8.4.3 Not later than seven (7) calendar days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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

8.5. Requests for Exclusion (Opt-Outs).

- 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.
- 8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges
- 8.7. Objections to Settlement.
- 8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response

Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.4 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly

Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.5 Administrator's Declaration. Not later than seven (7) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration, and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE**

Based on its records, Defendant provided figures as to the Class size as set forth in Paragraph 4.1 above. If the actual number of Class Members eligible to participate in the Settlement is greater than 10% of this estimate (i.e., 110% of 823,094 workweeks), Defendant shall have the option of: (a) paying a proportional increase in the Gross Settlement Amount for each additional workweek over 110% of 823,094 (e.g., if the actual number of work weeks is 12% higher than 823,094, the Gross Settlement Amount shall be increased by 2%); or (b) modifying the end date of the Class Period and PAGA Period to the date when the actual number of Workweeks exceeded 110% of 823,094. Any election by the Defendant to move the end date for the Class Period and the end date for the PAGA Period shall be made prior to the hearing on the Motion for Preliminary Approval.

10. DEFENDANT'S RIGHT TO WITHDRAW

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL

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

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this

Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal 50-50 basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT

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

13. ADDITIONAL PROVISIONS

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

- 13.2. Confidentiality Prior to Preliminary Approval. Neither Plaintiff nor Plaintiff's counsel shall issue any press release or announcement of any kind related in any way to the settlement. Plaintiff and Plaintiff's counsel agree that, prior to preliminary approval of the settlement, they will keep the terms of this settlement confidential except for purposes of communicating with Plaintiff only. Plaintiff shall be informed that the settlement is confidential and shall be advised to keep the settlement confidential. From and after preliminary approval of the settlement, the Class Members (including Plaintiff and Class Counsel) may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the settlement. In all other cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the settlement, whether oral, written or electronic (including the world wide web), to say the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Class Members regarding the settlement.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

- 13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Matthew A. Tobias
Angela S. Chuang
Sheppard, Mullin, Richter & Hampton LLP
350 South Grand Avenue, 40th Floor
Los Angeles, CA 90071-3460
Tel.: (213) 620-1780
Fax: (213) 620-1398
E-Mail: mtobias@sheppardmullin.com
achuang@sheppardmullin.com

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for a period of not less than one (1) year

starting from the date of the signing of this Agreement by all Parties until the entry of the final approval order and judgment or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

CLASS REPRESENTATIVE: ADRIANA CRUZ

Dated: 06/24/2026


Theresa R. Azhocar (Jun 24, 2026 09:34:35 PDT)

The Estate of Adriana Cruz
Plaintiff and Class Representative

DEFENDANT: NIKE RETAIL SERVICES, INC.

Dated: _____

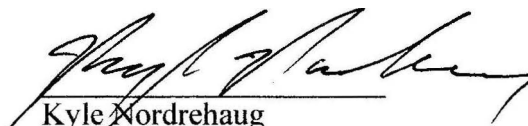
By:
Its:

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL

**BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP**

Dated: 6/26/26


Kyle Nordrehaug
Attorney for Plaintiff

GOMEZ LAW FIRM

Dated: _____

John Gomez
Attorney for Plaintiff

starting from the date of the signing of this Agreement by all Parties until the entry of the final approval order and judgment or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

CLASS REPRESENTATIVE: ADRIANA CRUZ

Dated: _____

The Estate of Adriana Cruz
Plaintiff and Class Representative

DEFENDANT:

NIKE RETAIL SERVICES, INC.

Dated: Jun 25, 2026



By: VP, Employment Law & Employee Relations
Its:

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL

**BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP**

Dated: _____

Kyle Nordrehaug
Attorney for Plaintiff

GOMEZ LAW FIRM

Dated: June 26, 2026



John Gomez
Attorney for Plaintiff

DEFENSE COUNSEL:

SHEPPARD MULLIN RICHTER & HAMPTON LLP

Dated: June 25, 2026

A handwritten signature in dark ink, appearing to read 'MATR', is positioned above a horizontal line.

Matthew A. Tobias
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Cruz v. Nike Retail Services, Inc., Superior Court of the State of California,
County of San Diego, Case No. 37-2023-00012353-CU-OE-CTL***

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

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

You may be eligible to receive money from an employment class action and California Private Attorneys General Act (“PAGA”) lawsuit (“Action”) against Defendant NIKE Retail Services, Inc. (“Defendant”), for alleged wage and hour violations. The Action is brought by a former employee of Defendant, Plaintiff Adriana Cruz (“Plaintiff”), and seeks payment of (1) wages, statutory penalties, and other relief for a class of all individuals who are or previously were employed by Defendant who were classified as non-exempt employees in the State of California at any time during the Class Period (March 24, 2019 through July 22, 2025) (“Class Members”), and (2) civil penalties under the PAGA for all individuals who were employed by Defendant who were classified as non-exempt employees in the State of California at any time during the PAGA Period (January 12, 2022 through July 22, 2025) (“Aggrieved Employees”). While Defendant disputes Plaintiff’s claims in the Action and denies all liability, in order to resolve the Action, the Parties have reached a proposed class action and PAGA settlement (“Settlement”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members; and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to the Aggrieved Employees and make payment to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records and the Parties’ current assumptions, **your share of the settlement of the class claims (referred to as your “Individual Class Payment”) is estimated to be <<\$ [REDACTED]>> (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$ [REDACTED]>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendant in California during the PAGA Period.)

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

The Court has already preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and Aggrieved Employees to release their rights to assert certain claims against Defendant.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims against Defendant and others that are covered by this Settlement (namely, the Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED], 2026	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer be eligible for an Individual Class Payment. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED], 2026	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class and Aggrieved Employees. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the [REDACTED] Final Approval	The Court's Final Approval Hearing is scheduled to take place on [REDACTED], at [REDACTED] a.m., at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA

Hearing	92101, in Department 70 before Judge Carolyn M. Caietti. This hearing may change as explained below in Section 9. You do not have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many workweeks you worked for Defendant in California during the Class Period and how many pay periods you worked for Defendant in California during the PAGA Period, respectively. The number of workweeks during the Class Period and number of pay periods during the PAGA Period you worked according to Defendant’s records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by , 2026. See Section 5 of this Notice.

1. WHY DID I RECEIVE THIS NOTICE?

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

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

All individuals who are or previously were employed by Defendant who were classified as non-exempt, employees in the State of California at any time during the Class Period (March 24, 2019 through July 22, 2025).

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits.

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement that memorializes the Settlement reached between the Parties, Plaintiff and Defendant have negotiated a resolution that is subject to the Court’s final approval. Both sides agree the Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any of Plaintiff’s claims or allegations.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of Plaintiff's claims, the strength of Defendant's defenses, and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members. The Court preliminarily approved the Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine whether to grant final approval of the Settlement.

2. WHAT IS THIS ACTION ABOUT?

On March 23, 2023, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego ("Class Action"). The Action asserts class claims against Defendant for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest breaks, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to timely provide wages due during employment, failure to timely pay all wages due upon cessation of employment, and failure to pay sick wages. Plaintiff also asserts a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP; John Gomez of the Gomez Law Firm ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Defendant Will Pay \$1,350,000.00 as the Gross Settlement Amount. The Gross Settlement Amount will be used to pay the Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Assuming the Court grants final approval, Defendant shall fund the Gross Settlement Amount and the amount necessary to pay employer-side payroll taxes within fourteen (14) days after the judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Administration Expenses Payment. Up to \$66,000.00, to the Administrator for services administering the Settlement, including expenses of notifying the Class

Members of the Settlement, processing requests for exclusions and disputes, and distributing settlement checks and tax forms.

- ii. Attorneys' Fees and Costs. Up to \$450,000.00 (1/3 of the Gross Settlement Amount) to Class Counsel of reasonable attorneys' fees and up to \$135,000.00 for actual litigation costs incurred by the Plaintiff. To date, Class Counsel have worked and incurred expenses on the Action without payment. The attorneys' fees awarded shall be allocated as follows: 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 25% the Gomez Law Firm.
- iii. Class Representative Service Payment. Up to \$15,000.00 as a Class Representative Award to the named Plaintiff for filing the Action, working with Class Counsel and representing the Class. The amount stated is what Plaintiff will be requesting, and the final amount to be paid will be decided at the Final Approval Hearing.
- iv. PAGA Penalties. Up to \$30,000.00 for PAGA Penalties, allocated 75% (\$22,500.00) to the State of California's Labor and Workforce Development Agency ("LWDA") and 25% (\$7,500.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- C. Calculation of Individual Class Payments to Participating Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion (the "Net Settlement Amount") shall be distributed as Individual Class Payments to the Participating Class Members. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member shall be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day in California. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks worked as explained below.
- D. Tax Matters. Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to the settlement of wage claims ("Wage Portion") and eighty percent (80%) to the settlement of claims for penalties and interest ("Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice

regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

- E. Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment and Individual PAGA Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering a judgment.
- F. The Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money, and Class Members will not release any claims against Defendant.
- G. Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b). The Parties have proposed Legal Aid Foundation of Los Angeles to be this Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4. WHAT DO I RELEASE UNDER THE SETTLEMENT?

- A. Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release Defendant and the Released Parties from the Released Class Claims. The "Released Class Claims" include all claims asserted in the Operative Complaint, arising from or reasonably related to the facts and claims alleged in the Operative Complaint during the Class Period. The Released Class Claims include claims under California Labor Code sections 201-204, 226, 226.7, 233, 246, 510, 512, 1194, 1197, 1197.1 and 2802, the applicable Wage Orders of the Industrial Welfare Commission, and the California Business and Professions Code Section 17200, *et seq.* asserted in or related to the facts alleged in the Operative Complaint, including: (i) unfair competition; (ii) failure to pay minimum wages; (iii) failure to pay overtime wages, including but not limited to claims related to the calculation of the regular rate for overtime purposes; (iv) failure to provide required meal periods; (v) failure to provide required rest periods; (vi) failure to provide accurate itemized statements; (vii) failure to reimburse employees for required expenses; (viii) failure to provide wages when due; and (ix) failure to pay sick pay wages. The Released Class Claims expressly excludes any other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act., unemployment insurance, disability, social security, workers' compensation, or class claims based on facts outside the Class Period.

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

- B. Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release Defendant and the Released Parties from all Released PAGA Claims. The "Released PAGA Claims" include all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.* arising from any of the factual allegations asserted in the Operative Complaint and/or PAGA Notice submitted by Plaintiff arising during the PAGA Period including all claims for attorneys' fees and costs related thereto, including PAGA claims predicated on California Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, 2699.3, and 2802; the applicable Wage Orders of the Industrial Welfare Commission; California Code of Regulations, Title 8, Sections 11040, Subdivision 5(A)-(B) and 11070(14); and the California Business and Professions Code Section 17200, *et seq.* The Released PAGA Claims do not include other PAGA claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability, social security, and worker's compensation, and PAGA claims outside of the PAGA Period.
- C. Released Parties. Released Parties are defined as: Defendant, and each of its past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies and employees thereof, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, service providers, alter-egos, potential and alleged alter-egos, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

5. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Whole Foods records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 8 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. HOW WILL I GET PAID?

To receive money from the Settlement, you do not have to do anything. **A check for your Individual Class Payment and Individual PAGA Payment (if any) will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action LLC, [REDACTED], (800) [REDACTED].**

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

7. WHAT IF I DON'T WANT TO BE A PART OF THE SETTLEMENT?

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is [REDACTED] [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to [REDACTED] or email to [REDACTED] by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Cruz v. Nike Retail Services, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include

the name and number of the case, which is *Cruz v. Nike Retail Services, Inc.*, Case No. 37-2023-00012353-CU-OE-CTL. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is [REDACTED]. Written requests for exclusion that are postmarked after [REDACTED], or are incomplete or unsigned will be rejected, and those Class Members will be considered Participating Class Members and be bound by the Settlement and the releases described above.

8. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for [REDACTED], Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cruz v. Nike Retail Services* or on the Court's website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2023-00012353.

A Participating Class Member who disagrees with any aspect of the Agreement (aside from the PAGA Settlement), the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payments may wish to object, for example, that the Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is [REDACTED] [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing].** You may also fax the dispute to [REDACTED] or email to [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Cruz v. Nike Retail Services, Inc.*, Case No. 37-2023-00012353-CU-OE-CTL, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone Number: [REDACTED]

Fax Number: [REDACTED]

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at his/her own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your

objection. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures (<https://www.sdcourt.ca.gov/virtualhearings>). You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The address for Class Counsel is as follows:

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

The address for Defendant's counsel is as follows:

Matthew A. Tobias
Angela S. Chuang
Shepard, Mullin, Richter & Hampton LLP
350 South Grand Avenue, 40th Floor
Los Angeles, CA 90071-3460
Tel: (213) 620-1780
Email: mtobias@sheppardmullin.com

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing at [REDACTED] a.m. (Pacific Standard Time) on [REDACTED], in Department 70 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Carolyn M. Caietti. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cruz v. Nike Retail Services*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2023-00012353.

10. HOW CAN I GET MORE INFORMATION?

You may call the Administrator at [REDACTED] or write to *Cruz v. Nike Retail Services* Administrator, c/o [REDACTED].

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval and for attorneys' fees and costs or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cruz v. Nike Retail Services*, where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2023-00012353. If you wish to view the Court files in person, you must go to the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE OR TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

12. WHAT IF I FAIL TO CASH MY SETTLEMENT CHECK?

Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such events, the Administrator shall direct all unclaimed funds to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b), which is proposed to be the Legal Aid Foundation of Los Angeles.

13. WHAT IF I LOSE MY SETTLEMENT CHECK?

If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ADRIANA CRUZ, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

NIKE RETAIL SERVICES, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2023-00012353-CU-OE-CTL**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Carolyn M. Caietti
Dept.: 70

Date Action Filed: March 24, 2023
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter has come before the Honorable Carolyn M. Caietti of the Superior Court of the
2 State of California, in and for the County San Diego, on _____[DATE], for the motion by
3 Plaintiff Adriana Cruz (“Plaintiff”) for preliminary approval of the class and PAGA settlement
4 with Defendant NIKE Retail Services, Inc. (“Defendant”). The Court, having considered the
5 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
6 hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
7 Settlement.

8 **IT IS HEREBY ORDERED:**

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

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

17 3. The Gross Settlement Amount is One Million Three Hundred Fifty Thousand
18 Dollars and Zero Cents (\$1,350,000.00). It appears to the Court on a preliminary basis that the
19 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
20 when balanced against the probable outcome of further litigation and the significant risks relating
21 to certification, liability and damages issues. It further appears that investigation and research
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their
23 respective positions. It further appears to the Court that settlement at this time will avoid
24 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
25 presented by the further prosecution of the Action. It further appears that the Settlement has been
26 reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore
27 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the
28

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

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$135,000, and
5 proposed Class Representative Service Payment to Plaintiff in an amount not to exceed \$15,000.
6 The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service
7 award, until the Final Approval Hearing.

8 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
9 certification of a class for settlement purposes only. This stipulation will not be deemed
10 admissible in this or any other proceeding should this Settlement not become final. For settlement
11 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
12 previously were employed by Defendant who were classified as non-exempt, employees in the
13 State of California at any time during the Class Period." The Class Period is March 24, 2019
14 through July 22, 2025.

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

25 7. The Court recognizes that Plaintiff and Defendant stipulate and agree that the group
26 of Aggrieved Employees subject to the Settlement is manageable for settlement purposes only.
27 The group of Aggrieved Employees subject to the Settlement is defined as: "all individuals who
28

1 were employed by Defendant who were classified as non-exempt employees in the State of
2 California at any time during the PAGA Period.” The PAGA Period means the period of time
3 from January 12, 2022 through July 22, 2025.

4 8. The Court provisionally appoints Plaintiff as the representative of the Class. The
5 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP and Gomez Trial
6 Attorneys as Class Counsel for the Class.

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

18 10. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
19 than fifteen (15) business days after preliminary approval of the Settlement by the Court,
20 Defendant shall provide to the Administrator an electronic spreadsheet with the Class Data. The
21 Administrator will perform address updates and verifications as necessary prior to the mailing of
22 the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than 14
23 days after receiving the Class Data, the Administrator will mail the Class Notice Packets to all
24 Class Members (and Aggrieved Employees) via first-class U.S. Mail. Before mailing Class
25 Notices, the Administrator shall update Class Member addresses using the National Change of
26 Address database.

1 11. The Court hereby preliminarily approves the proposed procedure for exclusion
2 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
3 from the Class as provided in the Class Notice by following the instructions for requesting
4 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
5 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the
6 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice
7 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such
8 person who chooses to opt out of and be excluded from the Class will not be entitled to any
9 recovery under the Class Action aspect of the Settlement and will not be bound by the class
10 portion of the Settlement or have any right to object, appeal or comment thereon. Class Members
11 who have not requested exclusion shall be bound by all determinations of the Court, the
12 Agreement, and the Judgment. A Request for Exclusion may only opt out that particular
13 individual, and any attempt to effect an opt out of a group, class, or subclass of individuals is not
14 permitted and will be deemed invalid. Subject to the Court's final approval of the Settlement,
15 each Aggrieved Employee will be paid his/her allocation of the PAGA Penalties and will remain
16 bound by the release of the Released PAGA Claims, even if also deemed to be a Class Member
17 who opts out of the class aspect of the Settlement.

18 12. Any Class Member who has not opted out ("Participating Class Member") may
19 appear at the final approval hearing and may object or express their views regarding the
20 Settlement and may present evidence and file briefs or other papers that may be proper and
21 relevant to the issues to be heard and determined by the Court as provided in the Notice.
22 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
23 days from the date of the mailing of the Class Notices, to submit their written objections to the
24 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
25 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
26 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
27 oral objection.

1 13. A Final Approval Hearing shall be held before this Court on _____
2 _____, at _____ a.m. in Department 70 at the San Diego County Superior Court to
3 determine all necessary matters concerning the Settlement, including: whether the proposed
4 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
5 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
6 Order and Judgment should be entered herein; whether the plan of allocation contained in the
7 Agreement should be approved as fair, adequate and reasonable to the Class Members and to
8 finally approve attorneys' fees and costs, the service award, and the expenses of the Administrator.
9 All papers in support of the motion for final approval and for attorneys' fees, costs and service
10 awards, to be heard at the Final Approval Hearing, shall be filed with the Court and served on all
11 counsel no later than sixteen (16) court days before the hearing.

12 14. Neither the Settlement nor any exhibit, document, or instrument delivered
13 thereunder shall be construed as a concession or admission by Defendant in any way that the
14 claims asserted have any merit or that this Action was properly brought as a class or representative
15 action, and shall not be used as evidence of, or used against Defendant as, an admission or
16 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
17 omission by Defendant or with respect to the truth of any allegation asserted by any person.
18 Defendant has denied that it has done anything wrong and disputes all the claims in this Action.
19 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
20 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
21 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
22 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
23 evidence of a presumption, concession, indication or admission by Defendant of any liability,
24 fault, wrongdoing, omission, concession or damage.

25 15. In the event the Settlement does not become effective in accordance with the terms
26 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
27 become effective for any reason, this Order shall be rendered null and void and shall be vacated,

1 and the Parties shall revert to their respective positions as of before entering into the Agreement,
2 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
3 including all available defenses and affirmative defenses, and arguments that any claim in the
4 Action could not be certified as a class action and/or managed as a representative action. In such
5 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
6 referred to in litigation for any purpose.

7 16. The Court reserves the right to adjourn or continue the date of the final approval
8 hearing and all dates provided for in the Agreement without further notice to Class Members and
9 retains jurisdiction to consider all further applications arising out of or connected with the
10 proposed Settlement.

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

13 **IT IS SO ORDERED.**

14
15 Dated: _____

HON. CAROLYN M. CAIETTI
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ADRIANA CRUZ, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

NIKE RETAIL SERVICES, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2023-00012353-CU-OE-CTL**

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

Hearing Date:
Hearing Time:

Judge: Hon. Carolyn M. Caietti
Dept.: 70

Date Action Filed: March 24, 2023
Trial Date: Not set

1 The motion of Plaintiff Adriana Cruz (“Plaintiff”) for an order finally approving the Class
2 Action and PAGA Settlement Agreement (“Agreement”) that memorializes the settlement
3 (“Settlement”) between Plaintiff and Defendant NIKE Retail Services, Inc. (“Defendant”) and for
4 an award of attorneys’ fees and costs, service payment, and the fees of the Administrator, duly
5 came on for hearing on _____ before the Honorable Carolyn M. Caietti.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class and the Aggrieved Employees.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Three Hundred
16 Fifty Thousand Dollars and Zero Cents (\$1,350,000.00) and the terms set forth in the Agreement
17 are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only. The Court also determined the group of Aggrieved Employees was manageable for
28

1 settlement purposes only.

2 **Notice to the Class**

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

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

24 **Fairness Of Settlement**

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

27 a. The settlement was reached through arm's-length bargaining between the
28

1 parties during an all-day mediation before Steve Cerveris, an experienced mediator of wage and
2 hour class and representative actions. There has been no collusion between the parties in reaching
3 the Settlement.

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

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

8 d. The percentage of objectors and requests for exclusion is small, evidencing
9 that the reaction of the Class is positive. ____ objections were received. ____ requests for
10 exclusion were received.

11 e. The participation rate is high. ____ Participating Class Members will
12 be mailed a settlement payment, representing ____% of the overall Class.

13 9. The consideration to be given to the Class Members under the terms of the
14 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
15 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
16 Members' claims and those related to the Aggrieved Employees, given the uncertainties and
17 significant risks of the litigation and the delays that would ensue from continued prosecution of
18 the action. The Agreement is approved as fair, adequate and reasonable and in the best interests of
19 the Class Members.

20 **Attorneys' Fees and Costs**

21 10. An award of \$450,000 for attorneys' fees, representing one-third of the Gross
22 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in
23 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
24 results achieved by Class Counsel. The requested awards have been supported by Class Counsel's
25 lodestar and billing statement.

26 **Class Representative Service Payment**

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

6 **Administration Expenses Payment**

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

14 **PAGA Penalties**

15 13. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
16 of \$30,000, which shall be allocated as follows: 75% (\$22,500) to the LWDA PAGA Payment and
17 25% (\$7,500) to the Individual PAGA Payments to be distributed to the Aggrieved Employees.
18 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of
19 the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$7,500) by the
20 total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period
21 and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
22 Employees" are all individuals who were employed by Defendant who were classified as non-
23 exempt employees in the State of California at any time during the PAGA Period (January 12,
24 2022 through July 22, 2025). The Court finds the PAGA Penalties to be reasonable. All
25 Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the
26 release of the Released PAGA Claims as set forth below, whether or not they opt out of the
27 Settlement.

1 II.
2 ORDERS

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

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

6 All individuals who are or previously were employed by Defendant who were
7 classified as non-exempt, employees in the State of California at any time during
8 the Class Period (March 24, 2019 through July 22, 2025).

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

12 17. The manageability of the group of Aggrieved Employees for purposes of settlement
13 is confirmed. The group of Aggrieved Employees is defined as follows:

14 All individuals who were employed by Defendant who were classified as non-
15 exempt employees in the State of California at any time during the PAGA Period
16 (January 12, 2022 through July 22, 2025).

17 18. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
18 best interest of the Class,. Defendant shall fund the Gross Settlement Amount and the amount
19 necessary to pay Defendant's share of payroll taxes thereon within fourteen (14) days of the
20 Effective Date.

21 18. Class Counsel are awarded attorneys' fees in the amount of \$450,000 and costs in
22 the amount of \$ _____. Class Counsel shall not seek or obtain any other compensation or
23 reimbursement from Defendant, Plaintiff or members of the Class.

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

26 20. The payment of \$ _____ to the Administrator for their fees and expenses
27 is approved.

28 21. The PAGA Penalties in the amount of \$30,000 are approved and shall be allocated
in accordance with the Agreement.

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

16 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
17 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
18 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
19 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
20 to individual Class Members. In accordance with California Code of Civil Procedure § 2699,
21 Plaintiff shall serve this Final Approval Order and Judgment on the LWDA.

22 24. If the Agreement does not become final and effective in accordance with the terms
23 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
24 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
25 revert to their respective positions as of before entering into the Agreement, and expressly reserve
26 their respective rights regarding the prosecution and defense of this Action, including all available
27
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1 defenses and affirmative defenses, and arguments that any claim in the Action could not be
2 certified as a class action and/or managed as a representative action.

3 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

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

10 27. The Parties are authorized to agree to and to adopt such amendments, modifications
11 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
12 Final Approval Order and Judgment and as approved by the Court.

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

15 29. Effective on the date when Defendant fully funds the entire Gross Settlement
16 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
17 Payments, all Participating Class Members, on behalf of themselves and their respective former
18 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully
19 and finally release Defendant and the Released Parties from the Released Class Claims. The
20 "Released Class Claims" include all claims asserted in the Operative Complaint, arising from or
21 reasonably related to the facts and claims alleged in the Operative Complaint during the Class
22 Period. The Released Class Claims include claims under California Labor Code sections 201-204,
23 226, 226.7, 233, 246, 510, 512, 1194, 1197, 1197.1 and 2802, the applicable Wage Orders of the
24 Industrial Welfare Commission, and the California Business and Professions Code Section 17200,
25 *et seq.* asserted in or related to the facts alleged in the Operative Complaint, including: (i) unfair
26 competition; (ii) failure to pay minimum wages; (iii) failure to pay overtime wages, including but
27 not limited to claims related to the calculation of the regular rate for overtime purposes; (iv) failure
28

1 to provide required meal periods; (v) failure to provide required rest periods; (vi) failure to provide
2 accurate itemized statements; (vii) failure to reimburse employees for required expenses; (viii)
3 failure to provide wages when due; and (ix) failure to pay sick pay wages. The Released Class
4 Claims expressly excludes any other claims including claims for vested benefits, wrongful
5 termination, violation of the Fair Employment and Housing Act., unemployment insurance,
6 disability, social security, workers' compensation, or class claims based on facts outside the Class
7 Period.

8 30. "Released Parties" are defined as: Defendant, and each of its past, present and
9 future agents, employees, servants, officers, directors, managing agents, members, owners
10 (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders,
11 attorneys, parents, subsidiaries, , divisions, assigns, predecessors, successors, insurers, consultants,
12 joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies
13 and employees thereof, common law employers, potential and alleged common law employers,
14 dual employers, potential and alleged dual employers, co-employers, potential and alleged co-
15 employers, contractors, service providers, alter-egos, potential and alleged alter-egos, any person
16 and/or entity with potential or alleged to have joint liability, and all of their respective past, present
17 and future employees, directors, officers, members, owners, agents, representatives, payroll
18 agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and
19 assigns.

20 31. Effective on the date when Defendant fully funds the entire Gross Settlement
21 Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual
22 Class Payments, all Aggrieved Employees and the LWDA are deemed to, on behalf of themselves
23 and their respective former and present representatives, agents, attorneys, heirs, administrators,
24 successors, and assigns, fully and finally release Defendant and the Released Parties from all
25 Released PAGA Claims. The "Released PAGA Claims" include all claims for civil penalties
26 under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*
27 arising from any of the factual allegations asserted in the Operative Complaint and/or PAGA
28

1 Notice submitted by Plaintiff arising during the PAGA Period including all claims for attorneys'
2 fees and costs related thereto, including PAGA claims predicated on California Labor Code
3 sections 201, 202, 203, 204 *et seq.*, 210, 218, 221, , 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512,
4 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, 2699.3, and 2802; the applicable Wage
5 Orders of the Industrial Welfare Commission; California Code of Regulations, Title 8, Sections
6 11040, Subdivision 5(A)-(B) and 11070(14); and the California Business and Professions Code
7 Section 17200, *et seq.* The Released PAGA Claims do not include other PAGA claims, claims for
8 vested benefits, wrongful termination, discrimination, unemployment insurance, disability, social
9 security, and worker's compensation, and PAGA claims outside of the PAGA Period.

10 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
11 Defendant, Plaintiff releases and discharges the Defendant and the Released Parties as to
12 Plaintiff's Release, as set forth fully in paragraph 6.1 of the Agreement.

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

14
15 Dated: _____

16
17 _____
HON. CAROLYN M. CAIETTI
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

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REPORTED CASES

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

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

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene

mid-arbitration was justified under Aerojet-General. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).;

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke

v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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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 Diary, 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 Compig 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

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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; Leševic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; 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. HyOLang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007;

Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240;
Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-
2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No.
RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-
102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973;
Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-
01164932-CU-OE-CXC

EXHIBIT #3

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1004

January 12, 2023

CA2850

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Nike Retail Services, Inc.
Certified Mail #70222410000060826341
Sarah Clemens
UNITED AGENT GROUP INC.
5901 W. CENTURY BLVD., #750
LOS ANGELES, CA 90045

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Nike Retail Services, Inc. in California, including any employees staffed with Nike Retail Services, Inc. by a third party, and classified as non-exempt employees during the time period of January 12, 2022 until a date as determined by the Court. Our offices represent Plaintiff Adriana Cruz (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Nike Retail Services, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from January of 2021 to December 31, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks (and paying for meal and rest break premiums at the correct regular rate), and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right

to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a) *et seq.* Plaintiff and Aggrieved Employees are paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provides to Plaintiff and other Aggrieved Employees fails to identify such information. More specifically, the wage statements fails to identify the accurate total hours worked each pay period. When the hours shown on the wage statements are added up, they do not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.