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6 Attorneys for Plaintiff LOUIS C BERREYES
on behalf of himself and all others similarly situated
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN BERNARDINO**
10

11 LOUIS C BERREYES, on behalf of themselves
12 and all others similarly situated,

13 Plaintiffs,

14 v.

15 SOUTHERN CALIFORNIA GAS COMPANY, a
California Corporation and DOES 1-5- inclusive,

16 Defendants.
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Case No. CIVSB2207291

Assigned for all purposes to
Hon. Joseph T. Ortiz
Dept. S-17

**DECLARATION IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

Date: September 25, 2025
Time: 1:30 p.m.
Dept.: S-17

1 I, James R. Hawkins, declare as follows:

2 1. I am an individual over the age of eighteen. I am the founding partner at the law
3 firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff Louis C. Berreyes
4 in the above-captioned action against Defendant Southern California Gas Company ("Defendant"
5 or "So Cal Gas") on behalf of himself and all current and former hourly-paid, non-exempt customer
6 service field employees who worked for Defendant in California during the Class Settlement Period
7 ("Class Members").

8 2. I have personal knowledge of the facts set forth below, and if called to testify
9 regarding them, I could and would do so competently.

10 3. I submit this Declaration in support of Plaintiff's Motion for Preliminary Approval
11 of the Joint Stipulation of Class and PAGA Representative Action Settlement (the "Settlement
12 Agreement").

13 4. Attached hereto as **Exhibit 1** is a true and correct copy of the Joint Stipulation of
14 Class Action and PAGA Settlement and Release of Claims ("Settlement" or "Settlement
15 Agreement").

16 **FACTUAL BACKGROUND AND PROCEDURAL HISTORY**

17 5. On January 28, 2022, Plaintiff filed his original class action complaint in the
18 Stanislaus County Superior Court alleging: (1) failure to pay minimum wages, (2) failure to pay
19 overtime wages, (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest
20 periods, (5) failure to timely pay wages during employment, (6) failure to timely pay wages owed
21 upon separation from employment, (7) failure to reimburse necessary business expenses, (8) failure
22 to pay reporting time wages, (9) failure to provide accurate itemized wage statements, and (10)
23 unfair business practices based on the same foregoing causes of action.

24 6. On April 6, 2022, after having provided notice to the LWDA and having 65 days
25 elapse without response pursuant to PAGA, Plaintiff separately filed a PAGA Complaint based on
26 the same alleged Labor Code violations as the Class Action seeking penalties under PAGA on
27 behalf of the Aggrieved Employees.

28 7. On April 19, 2022, Defendant removed the Action to the Central District of

1 California.

2 8. On May 19, 2022, Plaintiff filed a remand of the Class Action complaint.

3 9. On July 22, 2022, Defendant removed the PAGA action to the Central District of
4 California.

5 10. On August 24, 2022, the District Court granted the Parties' stipulation to consolidate
6 the Class and PAGA Actions. On March 16, 2023, the District Court remanded the consolidated
7 action back to the California Superior Court for the County of San Bernardino.

8 **INVESTIGATION AND MEDIATION**

9 11. During the litigation of this Action, the Parties engaged in extensive investigation,
10 discovery, and research regarding the claims and defenses at issue. Class Counsel conducted
11 substantial investigation of the facts and law, including review of publicly available information,
12 numerous conferences between counsel for the Parties, witness interviews, substantial document
13 production and review, and review of policies, time and pay records to calculate damages. Counsel
14 for the Parties researched the law as applied to the facts regarding Plaintiff's claims and potential
15 defenses thereto, and the damages and penalties claimed.

16 12. Plaintiff's counsel reviewed the claims, created a discovery plan and propounded
17 written discovery on Defendant, including Requests for Production of Documents, Form
18 Interrogatories, Requests for Admissions and Special Interrogatories. Pursuant to meet and confer
19 efforts preceding mediation, So Cal Gas produced updated class and PAGA size information, and
20 a sampling of time and wage records. So Cal Gas also produced relevant company policies,
21 including applicable job descriptions, policies and practices regarding reimbursement of business
22 expenses, sample wage statements, applicable Wages and Hours Working Agreements and the
23 collective bargaining agreement, and training materials related to relevant company policies which
24 were provided to putative class members.

25 13. From the documentation provided, the Parties conducted their own evaluations of
26 the potential recoveries based on the alleged claims and defenses. The Parties were able to engage
27 their own experts to independently review and analyze the data, and create their own
28 comprehensive damages and potential liability models for each of the asserted claims with the

1 assistance of their expert. This damages analysis created from the records produced was used to
2 determine Defendant's potential liability for Plaintiff's and the Class's claims.

3 14. After these extensive formal and informal discovery efforts, the Parties agreed to
4 explore whether a resolution of Plaintiff's claims could be achieved and participated in a full-day
5 mediation before experienced mediator Lisa Klerman on September 11, 2024. The Parties
6 exchanged valuable information regarding their respective claims and defenses and learned a great
7 deal about each other's positions; however, they were not able to resolve the action at the mediation.
8 Negotiations continued through Ms. Klerman. The Parties subsequently ultimately reached an
9 agreement on a settlement through a mediator's proposal.

10 15. At all times, the negotiations leading to the mediator's evaluation and proposals, and
11 eventually to the long-form Settlement Agreement, have been adversarial, non-collusive, conducted
12 at arm's length, and supported by a knowledgeable, neutral mediator.

13 16. After this extensive review, Plaintiff and Class Counsel have concluded that the
14 terms of the Settlement are fair, reasonable, adequate, and in the best interests of the Class
15 Members, considering the sharply contested issues involved, the expense and time necessary to
16 litigate the Action through trial and any appeals, the risk of an adverse outcome, the uncertainty of
17 complex litigation, and the substantial benefits to be received by Class Members.

18 17. Although a settlement has been reached, Defendant denies all liability or
19 wrongdoing of any sort regarding the claims and Defendant maintains that for any purpose other
20 than settlement, this Action is not appropriate for class action treatment. Defendant denies all
21 allegations asserted in the operative complaint, and all claims made by Plaintiffs. Defendant asserts
22 that it has no liability for any of Plaintiff's or any Class Member's claims under any statute, wage
23 order, regulation, common law, or equitable theory.

24 18. While Plaintiff believes in the strength of their allegations and that their claims are
25 appropriate for class certification, Plaintiff and Class Counsel have balanced our evaluation of the
26 validity and merit of the asserted claims against potential problems of proof, the legal standards
27 governing litigation of the class claims against potential problems of proof, the uncertainty of
28 obtaining and maintaining class certification through trial and any appeals, the expense and burden

1 associated with prolonged litigation, and the various defenses asserted by Defendant. The risk that
2 Defendant could defeat certification, defeat the representative claims, and/or prevail on their
3 defenses, warranted a compromise.

4 19. Based on my evaluation, I believe that the terms set forth in the Settlement are fair,
5 adequate, and reasonable and in the best interest of the Class. Class Counsel believes Defendant
6 produced sufficient documents and information that allowed the parties to engage in well-informed
7 mediation based upon good faith negotiations. Information was also exchanged during the course
8 of the mediation, which informed subsequent negotiations between the parties and the eventual
9 agreement upon the terms of Settlement.

10 SUMMARY OF SETTLEMENT TERMS

11 20. Under the Settlement Agreement, Defendant has agreed to pay the Gross
12 Settlement Amount of \$4,880,000 to resolve the Action, and to separately pay any and all
13 employer payroll taxes owed on the wage portion of the Individual Settlement Payments. The
14 Gross Settlement Amount will be used to pay Individual Settlement Payments, Individual PAGA
15 Payments, the LWDA PAGA Payment, Class Counsel Award for Fees and Costs, Class
16 Representative's Enhancement Award, and the Settlement Administrator Costs.

17 21. The Parties estimated that current and former Settlement Class Members worked
18 approximately 487,712 workweeks through September 11, 2024. Should the Settlement Class
19 Members' workweeks, during the Class Settlement Period, increase 10% greater than 487,712
20 workweeks (i.e., 536,484 workweeks), then either (a) the Gross Settlement Amount will be
21 increased by the same number of percentage points above 10% the actual number of workweeks
22 exceeds the 536,484 estimate or (b) Defendant, at its sole discretion, may elect to cut off the Class
23 Settlement Period and PAGA Settlement Period on the last day on which the workweeks do not
24 exceed 536,484 workweeks.

25 22. Subject to Court-approval, and after deductions for the PAGA Payment, Court-
26 approved attorneys' fees and costs award to Class Counsel, Settlement Administration Costs, and
27 Enhancement Award, the remaining Net Settlement Amount will be distributed to Class Members
28 who did not opt-out of the Settlement as follows:

Gross Settlement Amount	\$4,880,000.00
PAGA Payment	\$244,000.00
Settlement Administration Costs	\$22,950.00
Class Representative's Enhancement Award	\$10,000.00
Class Counsel Fees	\$1,626,666.67
Class Counsel Costs	\$35,000.00
Net Settlement Amount	\$2,941,383.33

23. Each Participating Class Member will receive an Individual Settlement Payment calculated on a pro-rata basis determined by dividing each Participating Class Member's Eligible Workweeks by all Participating Class Members' Eligible Workweeks, multiplied by the Net Settlement Amount.

24. Individual Settlement Payments shall be allocated as 33% for compromise of claims of unpaid wages and will be reported on IRS Form W-2, and the remaining 67% will reflect compromise of claims for interest and penalties.

25. A total of \$244,000 from the Gross Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA. Under PAGA, 75% of this amount (\$183,000) will be the LWDA PAGA Payment to the LWDA. The remaining 25% (\$61,000) will be distributed to the PAGA Members as Individual PAGA Payments. Each PAGA Member will receive an Individual PAGA Payment on a pro rata basis based on the number of Eligible Pay Periods each PAGA Member worked during the PAGA Settlement Period.

26. The proposed Class Notice provides information regarding the nature of the Action, a summary of the Settlement's terms, the Class and Class Period definitions, the Class Member's Workweeks worked during the Class Period, the estimated Individual Class Payment and formula for calculating the payment, instructions to submit Requests for Exclusion or Objections and the deadlines, and released claims. (See, Ex. A to the Settlement Agreement).

27. Within twenty-one (21) calendar days after receiving the Class Data, the Administrator will mail the Notice of Settlement to all Class Members via first class mail. The Response Deadline is forty-five (45) days after the Settlement Administrator mails the notice of Settlement to Class Members.

28. If any Notice of Settlement is returned to the Settlement Administrator as

undeliverable, the Settlement Administrator shall run a skip-trace using that Settlement Class Member's social security number and attempt to ascertain the current address of the Settlement Class Member. If an address is ascertained, the Settlement Administrator shall re-mail the Notice of Settlement within ten (10) calendar days. The Response Deadline for Class Members to whom the Notice of Settlement is remailed shall be the later of fifty-five (55) calendar days after the Settlement Administrator's initial mailing of the Notice of Settlement, or fourteen (14) days after the re-mailing.

29. Class Members who wish to opt out of the class portion of the Settlement must timely submit a signed and dated written request to be excluded from the class portion of the Settlement to the Settlement Administrator. The request must be postmarked on or before the Response Deadline. Class Members who do not timely submit an executed Opt-Out Request will be deemed a Participating Class Member and bound by the Settlement Agreement.

30. Participating Class Members may object to the Settlement in person at the Final Approval Hearing and/or in writing. Participating Class Members who wish to object to the settlement will have until the Response Deadline to file a written objection to the Court. The Participating Class members must mail or file their written objection containing all the required information to the Court on or before the Response Deadline. If a Class Member submits both an Opt-Out Request and an Objection within the Response Deadline, then only the Opt-Out Request will be deemed valid.

31. Participating Class Members or PAGA members may dispute their Eligible Workweeks and Eligible Pay Periods as listed on their Notice of Settlement. Class Members may submit information regarding the dispute to the Settlement Administrator in writing on or before the Response Deadline. The Parties will work in good faith to resolve the dispute. If the dispute cannot be resolved, then the Court shall make the final decision based on the information presented by the individual.

32. Within the later of twenty-one (21) calendar days after the Effective Date or seven (7) days of the Settlement Administrator providing all information necessary for Defendant to transfer funds to the Qualified Settlement Fund, Defendant shall pay the Gross Settlement

1 Amount into the Qualified Settlement Fund.

2 33. Class Members shall have one-hundred and eighty (180) days after issuance to
3 cash their checks. After that date, the Settlement Administrator will void the uncashed settlement
4 checks and transmit the funds from the uncashed checks to the State of California, to be held and
5 disposed of in accordance with California's Unclaimed Property Law. Even if a Participating
6 Class Member or PAGA Member does not cash or deposit their settlement payment checks within
7 180 days, the Stipulation of Settlement will be binding on that Class Member or PAGA Member.

8 34. As of the date that the Defendant fully funds the Settlement (including employer-
9 side payroll taxes), all Participating Class Members fully and finally release the Defendant from
10 Released Class Claims that arose during the Class Settlement Period. Additionally, Plaintiff, as a
11 representative of the State of California and on behalf of the LWDA and as a representative of the
12 PAGA Members, fully and finally releases the Released Parties from the PAGA Released Claims
13 for the PAGA Settlement Period.

14 35. In addition to the above releases and upon Defendant fully funding the Settlement
15 (including the employer-side payroll taxes), the Class Representative's Release shall take effect.
16 The Class Representative agrees to fully, finally, and forever settle and release any and all claims
17 against the Released Parties, known or unknown, suspected or unsuspected, which exist or may
18 exist on behalf of or against the other upon execution of the Stipulation as to the Class
19 Representatives' Released Claims. The Class Representative shall be deemed to have expressly
20 waived the provisions, rights, and benefits he may otherwise have had relating to the Class
21 Representatives' Released Claims pursuant to Section 1542 of the California Civil Code.

22 **THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE, AND IN THE**
23 **BEST INTEREST OF THE CLASS AND THE PLAINTIFF**

24 36. We are experienced wage and hour class action attorneys. We have represented,
25 mediated, tried, and settled numerous wage and hour class actions and have knowledge of the
26 strengths and weaknesses of their respective positions that are sufficient to evaluate the fairness
27 of the proposed settlement herein.

28 37. Class Counsel and Plaintiff understand the uncertain and risky nature of the class

1 certification process as well as the potential merits of both legal and factual defenses expected to
2 be raised by the Defendant. Based upon the uncertainty associated with Defendant's asserted
3 defenses, the risk in certifying a class and maintaining certification through trial and any appeals,
4 the possibility of Defendant prevailing on potentially dispositive motions, and at a potential trial,
5 Class Counsel and the Plaintiff believe the Gross Settlement Amount to settle the Released Class
6 Claims and Released PAGA Claims in the Action is fair, reasonable, and adequate under the
7 circumstances and will provide Participating Class Members meaningful compensatory relief
8 without any reversion to Defendant. The Settlement affords the Class Members prompt and
9 substantial relief, while avoiding significant legal and factual obstacles that otherwise may have
10 prevented the Class Members from obtaining any recovery at all. Indeed, the outcome of class
11 certification, trial and any attendant appeals, are inherently uncertain. Throughout this litigation
12 and the settlement process, Defendant has denied and continues to deny any liability or
13 wrongdoing of any kind associated with Plaintiff's claims alleged in the Actions. Defendant has
14 also produced substantial evidence to support its defenses, such that recovery is uncertain.
15 Defendant has also denied that, for any purpose other than settling the Action, it is appropriate for
16 class certification.

17 38. The Parties have concluded that the risks, future costs and expenses involved in
18 continuing the Action will be substantial and have chosen to eliminate any further expenses,
19 attorneys' fees, and uncertainty in connection with the Action. In particular, given the heavily
20 disputed nature of the case—both factual and legal grounds—it is expected that substantial
21 expenses would be incurred in determining issues concerning formal discovery, litigating any
22 class certification or decertification motion and appeals, bringing dispositive motions, and in
23 connection with any trial or appeals after trial. Without admitting or conceding any liability or
24 damages, Defendant entered into the Settlement to fully, finally, and forever resolve this litigation
25 and bar further litigation on the terms and conditions set forth in the Settlement, and to avoid the
26 burden, expense, and uncertainty associated with litigation.

27
28 39. Plaintiff alleges that Defendant's policies, practices, and procedures led to a: (1)

1 failure to pay minimum wages, (2) failure to accurately pay all wages, including overtime wages,
2 (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure
3 to timely pay wages during employment, (6) failure to timely pay wages owed upon separation
4 from employment, (7) failure to reimburse necessary business expenses, (8) failure to pay reporting
5 time wages, (9) failure to provide accurate itemized wage statements, (10) unfair business practices;
6 and (11) all claims for attorneys' fees and costs based on the foregoing.

7 40. Based upon initial review of the documents and information provided and initial
8 assumptions, Plaintiff's counsel estimated that maximum total liability if the claims were
9 entirely successful at trial, Defendant did not prevail on any defenses, and all penalties sought
10 were awarded, Plaintiff and the Class would be awarded approximately \$188.8 million exclusive
11 of PAGA and approximately \$63.4 million for PAGA penalties. This estimate was based on the
12 following figures provided for mediation: 2,786 class members (1,273 former and 1,313 current
13 employees), 487,712 workweeks and 253,311 pay periods during the Class Period, \$41.67
14 average hourly wage, and 125,930 pay periods during the PAGA Period.

- 15 a. Off-the Clock Work: 487,712 workweeks with off-the-clock work, with an
16 estimated 1 hour of off-the-clock work per week at a rate of \$41.67 per hour,
17 with none of off-the-clock hours qualifying as overtime = \$20,322,959.04
18 b. Reporting Time Pay: 2 hours reporting time x 121,928 months in class period x
19 .2 based on anecdotal evidence that reporting time issue triggered a couple
20 times a year x a rate of \$16.00 minimum wage per hour = \$780,339.20
21 c. Overtime: 62399 underpaid overtime hours assuming an invalid AWS x
22 \$20.84 underpayment = \$1,300,083.17
23 d. Unpaid Meal Period Premiums: 1,216,336 net unpaid meal period premiums
24 (57.6% of shifts analyzed with unique violations) x \$41.67 hourly rate =
25 \$50,684,721.12.
26 e. Unpaid Rest Period Premiums: 2,172,095 shifts with rest period violations
27 (assuming one violation for each shift greater than 3.5 hours) x \$41.67 hourly
28 rate = \$90,511,198.65

- f. Underpayment of Sick Pay and Meal Period Premiums Due to Regular Rate Miscalculation: \$862,666
- g. Waiting Time Penalties: 1252 former employees x \$333.36 average daily pay x 30 days = \$12,521,001.60.
- h. Failure to Comply with Itemized Wage Statement Provisions: 125,930 Pay Periods in Wage Statement Period at \$50 per initial violation and \$100 per subsequent violation and \$4000 maximum penalty per employee = \$8,784,000.00.
- i. Failure to Reimburse: \$25 per month x 121,928 months in class period = \$3,048,200.00
- j. PAGA Penalties (at \$100 penalty per pay period): \$63,391,700
- i. Waiting Time: 838 Former Aggrieved Employees x \$100 penalty per pay period = \$83,800.
 - ii. Unpaid Wages: 125,930 PAGA Pay Periods x \$100 penalty per pay period = \$12,593,000.
 - iii. Meal Periods: 111,596 PAGA Pay Periods with Meal Period Violations x \$100 penalty per pay period = \$11,159,600
 - iv. Rest Periods: 125,930 PAGA Pay Periods x \$100 penalty per pay period = \$12,593,000.
 - v. Wage Statements: 125,930 PAGA Pay Periods x \$100 penalty per pay period = \$12,593,000
 - vi. Sick Pay: 13,239 PAGA Pay Periods with underpaid sick pay x \$100 penalty per pay period = \$1,323,900.
 - vii. Meal Premiums: 924 PAGA Pay Periods with underpaid meal period premiums x \$100 penalty per pay period = \$92,400.
 - viii. Suitable Seating: 125,930 PAGA Pay Periods x \$100 penalty per pay period = \$12,593,000

41. Plaintiff alleged that Defendant failed to pay Class Members for all hours worked

1 including time spent performing pre and post shift activities, and activities during purported meal
2 periods to meet job requirements, and for Covid-19 checks pre-shift. Plaintiff alleges that
3 Defendant systematically undercompensated Plaintiff and the Class Members by frequently being
4 required to work off the clock. Plaintiff pointed out that Defendant's Employee Conduct and
5 Responsibilities Policy (SoCalGas001555) provides:

6
7 Work schedules are established to meet operating needs. Employees must be on
8 the job in their assigned work area ready to work as scheduled at the start of their
9 shift. Tardiness, either at starting time or in returning from breaks or meal periods,
is absence without authority.

10 Thus, Plaintiff argued that to remain in compliance with this policy, Plaintiff and the Class
11 Members were required to don and doff uniforms and personal protective equipment
12 located onsite before clocking in or out. They were also required to power on and login to
13 a work provided device to answer Covid related questions before clocking in. Plaintiff
14 and Class members were also required to report to the yard early, before clocking in, and
15 perform work related duties to satisfy efficiency requirements and metrics. Plaintiff also
16 argued that he and the Class Members were also required to work during purported unpaid
17 meal periods to meet Defendant's workload requirements and efficiency metrics. Plaintiff
18 alleged that as a result of all practices listed above, Plaintiff and the Class Members were
19 deprived of substantial wages, including minimum wages, overtime wages, and other
20 compensation to which they were entitled under California law. On the other hand,
21 Defendant argued that this, and all subsequent, causes of action were pre-empted by the
22 National Labor Relations Act ("NLRA"), which vests jurisdiction over Plaintiff's claims
23 to the National Labor Relations Board ("NLRB"). As such, Defendant also argued that
24 various grievance and arbitration procedures governed the dispute. In addition, Defendant
25 maintained it properly paid all wages due including minimum wage and overtime wages,
26 and that it trained employees that they were required to clock in before performing any
27 work and that all hours worked must be recorded. Defendant pointed to facially compliant
28 written timekeeping and meal break policies and argued that to the extent there was any
deviation from these lawful policies, it was an individualized issue that could not be
certified and that given the absence of any unlawful policy or practice, the damages

1 figures were grossly overstated. Defendant also pointed out that to the extent the damages
2 claimed stemmed from Covid screening practices, such practices only existed for short
3 period of time during the Class Period. As to this and all claims, Defendant argued that
4 the workforce was part of an active union which would have addressed these issues had
5 the claimed violations existed. Defendant also disputed the factual basis for the off the
6 clock claims and contended that the damages figures were overstated because any off the
7 clock claim would necessarily be tethered to the minimum wage rate, not the hourly rate.

8 42. Plaintiff also alleged that, in addition to failing to pay overtime for off the
9 clock hours worked overtime, Defendant underpaid overtime because it does not pay
10 overtime for all hours worked over 8 hours. Defendant argued that it lawfully paid
11 overtime at all times and in accordance with its collective bargaining agreement.
12 Defendant argued that it was not subject to the requirements of Labor Code section 510
13 because an alternative workweek agreement had been adopted pursuant to a collective
14 bargaining agreement pursuant to Section 514.

15 43. Plaintiff alleges that, during the relevant time period, Defendant frequently
16 failed to provide Plaintiff and the Class Members timely, legally complaint uninterrupted
17 30-minute meal periods as required by law. This failure resulted from Defendant's
18 scheduling practices and efficiency metrics. Plaintiff contended that he and the Class
19 Members were regularly required to forego lawful meal periods and/or take meal periods
20 late or shortened meal periods in order to meet job demands and Defendants' efficiency
21 standards. An analysis of data provided for mediation shows that approximately 54.9%
22 of all first meal periods were late for shifts over five hours. Approximately 94.4% of
23 shifts between 10 and 12 hours also did not include a recorded second meal period.
24 Approximately 86% of shifts with a recorded meal break had a meal break of exactly 30
25 minutes. Plaintiff contended that many of those recorded meal breaks of exactly 30
26 minutes were artificial by being added as modifications after the fact or recorded out of
27 fear of discipline. Plaintiff argued that despite recording those periods, Plaintiff and Class
28 Members would continue working to meet Defendant's efficiency metric requirements.
Plaintiff argued that he and the Class Members were also required to carry
communications devices during purported meal periods. These devices frequently
interrupted employee meal periods because of calls from management and dispatchers.

1 Defendant argued that as a gas corporation with a collective bargaining agreement, its
2 workforce is subject to a lawful exemption from the meal period requirements set forth in
3 Labor Code § 512. Defendant argued that, even if the exemption did not apply, their
4 employee meal policy was compliant with California and Federal law at all applicable
5 times. Each employee was afforded an uninterrupted thirty (30) minute break (typically
6 45 minutes) incorporated into each employee's work schedule. Further, that Defendant
7 had no legal obligation to police meal breaks and ensure that no work was being
8 performed. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1040-1041
9 (2012). Defendant contends that it lawfully provided Plaintiff and Class Members
10 compliant meal breaks; therefore, Defendant is not liable to pay wages to employees who
11 unilaterally decided to work during provided breaks. Defendant argued that as to second
12 meal periods there were lawful meal period waivers in effect. Defendant further argued
13 that any contention that employees artificially recorded their lunch breaks is misplaced,
14 because Defendant was induced to detrimentally rely on employee representations
15 regarding the meal periods if that was the case.

14 44. Plaintiff raised many of the same allegations with regard to rest periods.
15 Plaintiff contends that he and the Class Members were systematically not authorized nor
16 permitted to take one net ten-minute paid rest period for every four hours worked or major
17 fraction thereof, as required by law. Defendant maintained and enforced scheduling
18 practices, policies, and imposed work demands and efficiency requirements that
19 frequently required Plaintiff and Class Members to forego their lawful, paid rest periods.
20 Plaintiff alleged that Defendant created an implicit expectation that Plaintiff and Class
21 Members would forgo rest periods through the words and conduct of supervisors and
22 imposition of efficiency rating requirements. Moreover, Plaintiff asserts Defendant's
23 work demands and requirements prevented employees from leaving their vehicle and/or
24 work area during rest periods. This practice of requiring employees to remain on duty
25 during rest periods is a clear violation of California law, which requires that employees
26 be relieved of all duties during rest periods. *See Augustus v. ABM Security Services, Inc.*,
27 2 Cal.5th 257, 265-69 (2016). Plaintiff alleges that, despite these violations, Defendants
28 did not compensate Plaintiff nor Class Members one additional hour of pay at their regular
rate as required by law for each day on which lawful rest periods were not authorized and

1 permitted. As with meal periods, Defendant asserts it authorized and permitted each
2 employee to take lawful rest periods in accordance with the law and pointed to facially
3 compliant written policies. Defendant argued that it had no affirmative duty to ensure that
4 employees were taking their rest breaks and Defendant had no legal obligation to police
5 rest breaks and ensure no work was being performed. *Brinker Restaurant Corp.*, 53 Cal.
6 4th at 1040-1041. To the extent any employee skipped their rest periods, Defendant asserts
7 the employee did so consensually. Defendant also argued that this claim was inherently
8 uncertifiable given the lack of records and absence of a non-compliant policy.

9 45. Plaintiff and Class Members asserted both a direct and derivative claim for
10 waiting time penalties under Labor Code section 203. Class Members are entitled to
11 compensation for all forms of wages earned including, but not limited to minimum wages,
12 overtime, and premium meal and rest period compensation for the above listed violations.
13 As such the failure to pay such wages at the time of termination triggers waiting time
14 penalties. In addition to the derivative violation described above, Plaintiff further alleges
15 Defendant did not timely pay Employees' final wages as required by Labor Code §§ 201
16 and 202 because they were required to wait until the next payroll cycle was processed to
17 receive their earned wages. Plaintiff and Class Members are thus entitled to 30 days wages
18 as a penalty under Labor Code § 203. On the other hand, Defendant maintains it is not
19 liable for violations of Labor Code §§ 201 and 202 in that Defendant timely and properly
20 paid wages owed to all terminated and resigning employees within the statutory period.
21 Defendant argues this claim is derivative to the extent that it relies on Plaintiff's other
22 claims including failure to pay wages owed, meal break violations, and rest break
23 violations. Defendant maintains it has not committed any of the above violations, it
24 therefore did not fail to pay wages owed at separation. To the extent an error in failure to
25 pay wages owed at separation occurred, which Defendant denies, that error was neither
26 intentional nor knowing. Rather, Defendant acted in good faith and reasonably believed
27 they complied with the compensation provisions of Labor Code §§ 201 and 202 as such
28 any alleged violation was not wilful. Defendant asserts that the above-mentioned
behavior bars Plaintiff's recovery under Labor Code § 203.

1 46. Plaintiff asserts employees were required to personally incur expenses in the
2 performance of their assigned job duties. Labor Code § 2802 requires Defendants to indemnify
3 Plaintiff and Class Members for necessary expenditures incurred as a direct consequence of the
4 discharge of their duties. Here, Plaintiff alleges that he and the Class Members were required to
5 incur numerous out of pocket expenses, including costs for certain tools and equipment such as bolt
6 cutters, seat cushions/covers, paper, and work boots, necessary for their jobs. Plaintiff and the Class
7 Members were also required to use their personal cellular phones as work communication devices.
8 Defendant denies requiring Plaintiff and Class Members to make work related purchases out of
9 pocket and contends that it provided employees with all tools and items necessary to do their jobs.
10 Defendant contends that employees making purchases for equipment used during their employment
11 were solely at the discretion of the employee and that such purchases of personal property remained
12 solely in the possession of the employee with Defendant making no claim that such property was
13 its own. Finally, Defendant provided evidence that it had a lawful reimbursement policy and
14 trained employees on how to seek reimbursements if they did incur work-related expenses.

15 47. Plaintiff alleges Defendants knowingly and intentionally failed to comply with
16 Labor Code § 226 and 1174 through its policies and procedures and committing the violations
17 alleged in the preceding causes of action. Plaintiff alleged Defendants failed to record many of the
18 items delineated in applicable Industrial Wage Orders and Labor Code § 226, and required under
19 Labor Code §1174, including wage statements failing to accurately compensate Plaintiff and Class
20 Members for all hours worked, for employee's missing and non-provided meal and rest periods, or
21 failing to include compensation for all minimum wages earned or overtime hours worked. Plaintiff
22 claimed Defendant also omitted certain applicable pay rates from the wage statements, including
23 those associated with shift differentials and bonuses. Defendant maintains it is not liable nor
24 commit any violations of Labor Code § 226(a) or 1174. Defendant contends it provided complete
25 and accurate itemized wage statements in compliance with applicable California and Federal law.
26 Any allegations that it failed to provide accurate wage statements are derivative to the extent that
27 Plaintiffs' claim relies on Defendant allegedly failing to pay outstanding wages and rest/meal break
28 premiums. As stated above, Defendant owes no such wages or premiums to Plaintiffs or Class

1 Members. Defendant therefore has upheld its legal obligation to provide complete itemized wage
2 statements. Furthermore, even if such errors on the wage statements were to exist, which Defendant
3 denies, Defendant contends that such errors were made in good faith. *Naranjo v. Spectrum Security*
4 *Services, Inc.* 15 Cal. 5th 1056, 1065 (2024) (Under long established law, an employer cannot incur
5 civil or criminal penalties for the willful nonpayment of wages when the employer reasonably and
6 in good faith disputes that wages are due).

7 48. Plaintiff contends that PAGA penalties are owed based on the numerous alleged
8 Labor Code violations identified above. Once a PAGA violation is found, a court must award
9 civil penalties. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1211-1213 (2008).
10 Nevertheless, a court has discretion to reduce the award of civil penalties if it finds that “based
11 on the facts and circumstances of the particular case, to do otherwise would result in an award
12 that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(e)(2).

13 49. Beyond the individual merits, Defendant contends that these claims are not
14 amenable to PAGA or representative treatment. For example, Defendant argued that a PAGA
15 claim must be dismissed if the claim is not manageable. *Wesson v. Staples The Office*
16 *Superstore, LLC*, 68 Cal. App. 5th at 852 (“courts have inherent authority to ensure that PAGA
17 claims can be fairly and efficiently tried and, if necessary, may strike a claim that cannot be
18 rendered manageable.”) Therefore, Defendant argued that an action that would cover a vast
19 number of employees, as here, each of whom have markedly different experiences relevant to
20 the alleged violations, is not manageable and may be stricken. *Id.*

21 50. Defendant also pointed out that some courts have held, if resolution of the PAGA
22 claim would require “individualized determinations” as to “hundreds or thousands of differently
23 situated employees”, particularly where it may take “years of trial court time,” it must be
24 dismissed. *Id.* *36-37; *See also e.g. Lopez v. Liberty Mut. Ins. Co.*, Case No. 2:14-cv-05576-AB-
25 JCx) (C.D.Cal., Feb. 11, 2020) 2020 U.S.Dist. LEXIS 45634, at *15 (striking PAGA claim as
26 unmanageable because it “would require a multitude of individualized assessments”);
27 *Nikmanesh v. Wal-Mart Stores, Inc.*, No. 8:15-cv- 00202-AG-JCG, ECF Dkt. 200, slip op. at 4-5
28 (C.D. Cal. Mar. 22, 2017) (dismissing uncertified PAGA claim “as unmanageable,” where court

1 previously “pointed to other examples of individualized variables when it denied class
2 certification for failure of common questions to ‘predominate over questions affecting only
3 individual class members’”); *Salazar v. McDonald’s Corp.*, No. 14-CV-02096-RS, 2017 WL
4 88999, at *7-9 (N.D. Cal. Jan. 5, 2017) (striking representative PAGA claims as unmanageable
5 where underlying claims would require individualized determinations); *Brown v. Am. Airlines,*
6 *Inc.*, No. CV 10-8431-AG (PJWX), 2015 WL 6735217, at *4 (C.D. Cal. Oct. 5, 2015) (striking
7 PAGA claims because “[t]here appear[ed] to be too many individualized assessments to
8 determine PAGA violations concerning overtime pay.”)

9 51. Therefore, Defendant contends that each of Plaintiff’s theories for a PAGA claim
10 pursued in the instant cases is individualized, and would require testimony, subject to cross-
11 examination and credibility assessments, from each supposed “aggrieved employee” to establish
12 liability on the theory for any pay period. Additionally, because the law is unsettled in many
13 areas of the law alleged by Plaintiffs, there is a very real possibility that a court would
14 substantially reduce the penalties, even if they are proven. *See, e.g., Fleming v. Covidien, Inc.*,
15 2011 WL 7563047, *3-4 (C.D. Cal. 2011) (reducing penalties from \$2.8 million to \$500,000
16 based on wage statement violations because to assess full penalties would be unjust and
17 arbitrary); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1134 (2012)
18 (reduction of PAGA penalties by 30% affirmed on appeal).

19 52. Based upon Defendant’s arguments, defenses, risks to certification and merits,
20 Plaintiff’s Counsel determined that the realistic exposure was approximately \$14.4 million,
21 including interest and PAGA, as follows:

- 22 a. Off-the Clock Work: 487,712 workweeks with off-the-clock work, with an
23 estimated 1 hour of off-the-clock work per week at a rate of \$16.00 per hour
24 (average minimum wage), with none of off-the-clock hours qualifying as
25 overtime x 30% (discounted to account for risks of certification and trial) =
26 \$2,341,017.60
- 27 b. Reporting Time Pay: 121,928 months in class period x .2 based on anecdotal
28 evidence that reporting time issue triggered a couple times a year x a rate of

- 1 \$16.00 minimum wage per hour x 10% (discounted to account for risks of
2 certification and trial) = \$78,033.92
- 3 c. Overtime: 62,399 underpaid overtime hours assuming an invalid AWS x
4 \$20.84 underpayment x 5% (discounted to account for risks of certification and
5 trial) = \$65,004.16
- 6 d. Unpaid Meal Period Premiums: 1,216,336 net unpaid meal period premiums
7 (57.6% of shifts analyzed with unique violations) x \$41.67 hourly rate x .2
8 violation rate (accounting for waivers and late meals) x 20% (discounted to
9 account for risks of certification and trial) = \$2,027,388.84
- 10 e. Unpaid Rest Period Premiums: 2,172,095 shifts greater than 3.5 hours x
11 \$41.67 hourly rate x .5 violation rate x 10% (discounted to account for risks of
12 certification and trial) = \$4,525,559.93
- 13 f. Underpayment of Sick Pay and Meal Period Premiums Due to Regular Rate
14 Miscalculation: \$862,666 x 50 % (discounted to account for risks of
15 certification and trial) = \$431,333
- 16 g. Waiting Time Penalties: 1252 former employees x \$333.36 average daily pay x
17 30 days x 20 % (discounted to account for risks of certification and trial) =
18 \$2,504,200.32
- 19 h. Failure to Comply with Itemized Wage Statement Provisions: 125,930 Pay
20 Periods in Wage Statement Period at \$50 per initial violation and \$100 per
21 subsequent violation and \$4000 maximum penalty per employee x 5%
22 (discounted to account for risks of certification and trial) = \$439,200.00.
- 23 i. Failure to Reimburse: \$25 per month x 121,928 months in class period x 5%
24 (discounted to account for risks of certification and trial) = \$304,820.00
- 25 j. PAGA Penalties (at \$5 penalty per pay period): \$629,650.00

26 53. The negotiated settlement of \$4.88 million is approximately 34% of the realistic
27 maximum liability. I believe this is an excellent result given the strength of the defenses raised
28 and potential evidentiary issues. Accordingly, I respectfully submit that this settlement is well

1 within the ballpark of reasonableness, and that the settlement is fair, reasonable, and adequate,
2 and in the best interest of the Plaintiff and the Class.

3 54. This case also has the potential to impose significant litigation costs on all the
4 parties, as Defendant is expected to continue challenging Plaintiff's allegations and to increase the
5 pace of their investigation and opposition. Although it is difficult to foresee the ultimate result of a
6 trial, we anticipate an expensive, complex and time-consuming process. We foresee the possibility
7 of a lengthy and costly appeal regardless of the outcome of trial given the unsettled legal landscape
8 governing this case. In order to succeed on the merits, Class Members would also need to prevail
9 on several hotly disputed legal and factual issues. Some of these issues include the impact of the
10 Collective Bargaining Agreement on the claims, and the ability of the proposed Class
11 Representative to advance the interests of all Class Members and assert claims which are
12 representative of the entire class. Plaintiff would need to continue to tenaciously litigate this case
13 through intense discovery, investigation, and law and motion pertaining to manageability, class
14 certification and possible summary judgment issues, based on Defendant's aggressive posturing
15 and vigorous dispute of liability and damages. Given these realities, it is highly likely that the future
16 expense of this litigation, and its likely duration if the settlement is not approved, would be
17 significant and weigh heavily in favor of approval of this Settlement.

18 55. The proposed Class Representative Louis Berreyes provided extensive supporting
19 documents and knowledge in assisting counsel in developing information necessary to litigate
20 and settle this case. Plaintiff also conducted extensive record review and consultation with
21 counsel to assist in evaluating and proving the claims and provided information and documents
22 that were vital to Class Counsel's prosecution of this matter, and dedicated invaluable effort
23 required to advance this matter to resolution. He also assisted counsel in preparing for mediation
24 and made himself available during mediation to answer any questions that arose during the
25 course of the mediation and has been actively involved in this matter since its inception. Plaintiff
26 has been extensively involved in the litigation of the action. The Settlement provides for an
27 Enhancement Payment to be paid of up to \$10,000. The primary consideration for this payment
28 is to compensate Plaintiff for his services and efforts to prosecute this class action, and the risk

1 and potential consequences he assumed by virtue of serving as Class Representative and
2 Plaintiff. The proposed Enhancement Payment is a small portion of the Gross Settlement
3 Amount, and little in comparison to the Net Settlement Amount guaranteed to be paid to the
4 Settlement Class. The Enhancement Payment is fair and justified as part of the Settlement. Per
5 Defendant's request, Plaintiff has also individually executed a general release of all known and
6 unknown claims, as opposed to the limited release by participating Class Members. Plaintiff is
7 not receiving preferential treatment, and all Settlement Class Members will receive
8 compensation consistent with their proportional share through the efforts of Plaintiff in the
9 context of this suit. Plaintiff has provided a declaration regarding his efforts.

10 **CONDITIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE**

11 56. Commonality: Class Certification, as requested by the parties for the purposes of
12 the Settlement only, should be granted because Plaintiff alleges that the proposed Class Members'
13 claims all stem from the same alleged conduct, e.g., that Defendant's alleged policies, practices
14 and procedures resulted in Defendant's failure to pay minimum and overtime wages, failure to
15 provide lawful meal periods, failure to authorize and permit rest periods, failure to pay meal or
16 rest period premiums, failure to pay reporting time pay, failure to timely pay wages earned during
17 employment, failure to timely pay wages upon separation from employment, failure to provide
18 accurate wage statements, and failure to reimburse necessary business expenses.

19 57. The nature and types of claims available to the Class Members are identical and
20 arise out of application of uniform policies. For purposes of the Settlement, the main
21 individualized differences between Class Members relate to the amount of compensation each
22 Class Member would be entitled to receive based upon workweeks worked. This Action seeks
23 recovery of unpaid wages and penalties pursuant to the California Labor Code, California
24 Industrial Welfare Commission ("IWC") Wage Orders, and Section 17200 of the Business and
25 Profession Code on behalf of Plaintiff and the rest of the Class Members, who all share claims
26 arising out of the same policies and practices. In addition, Defendant's primary defense that its
27 policies were facially lawful and lawful as applied are common to all members of the Class.
28 Under these circumstances, the commonality requirement for certification for settlement purposes

1 is satisfied.

2 58. Typicality: The typicality requirement is met, as the proposed Class Representative
3 and the Class Members have claimed that Defendant violated California law by the above-
4 specified conduct. Under these specific circumstances, the typicality requirement for class
5 certification for settlement purposes is satisfied because the Class Representative and the
6 proposed Class Members all claim that Defendant committed similar violations based upon
7 similar conduct, policies and practice and they seek the same remedies. Plaintiff contends, and
8 Defendant does not dispute for settlement purposes, that their claims are typical of the claims of
9 the Class Members because they arise from the same factual basis and are based upon the same
10 legal theories as those applicable to the Class Members.

11 59. Adequacy and Numerosity: The adequacy requirement is also satisfied. The Class
12 Representative will receive a reasonable award for his time and effort assisting counsel with
13 factual issues surrounding the case. Other than this specific payment, all Class Members will
14 receive a proportionate share of the Net Settlement Amount based on the number of Eligible
15 Workweeks worked during the Class Period divided by the total number of Eligible Workweeks
16 worked by the Class during the Class Period. As a result, there is no conflict of interest between
17 the Class Representative and the Class Members. Additionally, the Class Representative and our
18 firm have prosecuted this action vigorously on behalf of the Class Members and have represented
19 the proposed Class's interests in obtaining documents and information related to the claims in
20 litigation, in settlement negotiations, and at mediation. Our firm is well-versed in handling
21 complex wage and hour class action litigations such as this one and submits that the class size of
22 approximately 2,786 Class Members is sufficiently numerous to warrant conditional class
23 certification. Class Counsel has kept in regular touch with Plaintiff, and believes this settlement is
24 fair to both Plaintiff and Class Members. I am unaware of any interests of the Class
25 Representative which are adverse or antagonistic to the interests of the Class.

26 60. Superiority: The named Class Representative and our firm, as Class Counsel,
27 believe that common questions of law and fact predominate over individual questions, and class-
28 wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the Class in

1 this case is sufficiently cohesive, since all Class Members share a common nucleus of facts and
2 potential legal remedies, and because all of the Class Members and the Class Representatives
3 seek unpaid wages, unreimbursed expenses, penalties, and interest from Defendant for the
4 allegations described herein. Plaintiff alleges that common questions predominate over individual
5 questions, and the Class Members' potential legal remedies are identical. The alternative method
6 of resolution is individual claims for lesser amounts of damages; however, individual cases would
7 be uneconomical for potential plaintiffs because the cost of litigation dwarfs their potential
8 recovery. While there are many Class Members, many of the Class Members' claims would be
9 too small to justify individual litigation. Further, thousands of separate lawsuits would be an
10 unnecessary drain on judicial resources and could result in conflicting obligations being imposed
11 upon Defendant. Therefore, class treatment is the preferred method of resolution.

12 61. Ascertainability: The proposed Class is ascertainable because all Class Members
13 have worked for Defendant as employees and can be identified through Defendant's employee
14 and personnel files and payroll records. Indeed, Defendant has already identified from its records
15 approximately 2,786 current and former hourly non-exempt employees comprising the potential
16 Class, which the Parties respectfully request the Court preliminarily certify for settlement
17 purposes. Finally, for the purpose of settlement only, Plaintiff and Defendant have stipulated to
18 class certification.

19 62. The Parties' proposed Class Notice is attached to the Settlement as **Exhibit A**. The
20 plan for providing class notice will entail the Settlement Administrator mailing the Class Notice
21 to all known and reasonably ascertainable Class Members based on Defendant's business records
22 by USPS first class mail. The Class Notice is consistent with notices approved by numerous state
23 and federal courts and is believed to be the best notice practicable under the circumstances of this
24 case.

25 63. The Class Notice also fulfills the neutrality requirement. It summarizes the
26 proceedings to date along with the terms and conditions of the Settlement in an informative and
27 coherent manner, and is accurate, objective, and understandable to Class Members, as is required
28 under prevailing precedent. The Class Notice clearly states the Settlement does not constitute an

1 admission of liability by Defendant and recognizes the Court has not ruled on the merits. It also
2 states the final settlement approval decision has yet to be made. Accordingly, the Class Notice
3 complies with the standards of fairness, completeness and neutrality required of a settlement class
4 notice.

5 CLASS COUNSEL'S EXPERIENCE

6 64. Our firm has a great deal of experience in wage and hour class action litigation.
7 We have been certified and approved as class counsel in many other wage/hour class actions, and
8 We are currently litigating numerous others before this Court and others. Although not an all-
9 inclusive list, over the years we have prosecuted the following class action matters as lead and/or
10 co-lead counsel, all of which implicated similar law and facts to those associated with this Action:

- 11 a. ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-
12 01754. Wage and Hour Class Action case seeking past wages for meal and rest break
13 violations for production workers in the State of California. Plaintiff's Counsel
14 preliminarily appointed as Class Counsel. Case settled. Final approval granted, and
15 funds fully disbursed.
- 16 b. ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-
17 04554. Wage and Hour Class Action case seeking past wages for "off the clock,"
18 overtime and meal and rest break violations for production workers in the State of
19 California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final
20 Approval granted, no objections and funds fully distributed.
- 21 c. ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
22 Wage and Hour Class Action case seeking past wages for meal and rest period
23 violations for retail employees in the State of California. Plaintiff's counsel
24 appointed co-lead counsel. Case settled, Final Approval granted, no objections and
25 funds fully distributed.
- 26 d. ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No.
27 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal
28 and rest period violations for retail employees in the State of California. Plaintiff's

Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

- e. ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for driver employees in the State of California. Stipulation for “binding arbitration.” Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiff’s counsel lead trial counsel and class counsel.
- f. ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks violations for production employees in the State of California. Plaintiff’s counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- g. ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiff’s counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- h. ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiff’s counsel appointed as lead counsel. Case settled. Final Approval granted and funds fully distributed.
- i. ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiff’s counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

- j. ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by Defendants in the State of California. Plaintiff's counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.
- k. ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by Defendants in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- l. ***Ruiz, et al. v. Unisource Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by Defendants in the state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.
- m. ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of Defendants in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled and awaiting Final Approval.
- a. ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of Defendants in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- b. ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by Defendants in the State of

1 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final
2 Approval granted, no objections and funds fully distributed.

3 c. ***Rios v. Sandberg Furniture Manufacturing Co., Inc., et al.***, Los Angeles Superior
4 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and
5 rest break violations for production employees employed by Defendants in the State
6 of California. Plaintiff counsel appointed as lead counsel. Case settled, Final
7 Approval granted, no objections and funds fully distributed.

8 d. ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case
9 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest
10 break violations for restaurant employees employed by Defendants in the State of
11 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
12 Approval granted, no objections and funds fully distributed.

13 e. ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC
14 330145. Wage and Hour Class Action seeking past wages of overtime for
15 misclassification of managers employed by Defendants, DBA Carl's Jrs. in the State
16 of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
17 Approval granted, no objections and funds fully distributed.

18 f. ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case
19 No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and
20 rest break violations for retail employees employed by Defendants in the State of
21 California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval
22 granted, no objections and funds fully distributed.

23 g. ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No.
24 07CC00015. Wage and Hour Class Action seeking past wages of overtime for
25 misclassification of managers employed by Defendants in the State of California.
26 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no
27 objections and funds fully distributed.

28 h. ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case

No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by Defendants in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

i. ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by Defendants in the State of California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.

j. ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for security guards employed by Defendants in the State of California. Certification granted. Plaintiff's counsel appointed as co-lead counsel. Writ taken. Court stays action pending Appellate Court ruling. Court lifts stay.

k. ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations, and penalties on behalf of non-exempt production, maintenance, shipping, and receiving employees employed by Defendants in California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.

l. ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations, and penalties on behalf of non-exempt manufacturing employees employed by Defendants in California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.

m. ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC, Wage and Hour Class Action seeking past wages for meal

1 period violations, and non-compliant wage statements on behalf of non-exempt
2 production employees employed by Defendants in California. Plaintiff counsel
3 appointed as lead counsel. Case settled. Final Approval granted, no objections and
4 funds fully distributed.

5 **n. *Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-
6 00653425-CU-OE-CXC. Wage and Hour Class Action seeking past wages for
7 overtime, meal and rest period violations, inaccurate wage statements, and penalties
8 on behalf of non-exempt employees employed by Defendants in California. Plaintiff
9 counsel appointed as lead counsel. Case settled. Final Approval granted, no
10 objections and distribution of funds pending.

11 **o. *Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-
12 CAS(MANx). Wage and Hour Class Action seeking past wages for meal and rest
13 period violations, failure to indemnify necessary expenses, inaccurate wage
14 statements, and penalties on behalf of non-exempt employees working in positions
15 related to servicing, refabricating and repairing storage tanks employed by
16 Defendants in California. Plaintiff counsel appointed as lead counsel. Case settled.
17 Final Approval granted, no objections and funds fully distributed.

18 **p. *Williams v. Il Fornaio America Corp.***, Sacramento County, Case No. 34-2011-
19 0009616. Wage and Hour Class Action seeking past wages for overtime, meal and
20 rest period violations, reimbursements, and penalties on behalf of non-exempt
21 restaurant employees employed by Defendants in California. Plaintiff counsel
22 appointed as lead counsel. Case settled. Final Approval granted, and funds fully
23 distributed.

24 **q. *Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-
25 CXC. Wage and Hour Class Action seeking past wages for overtime, meal and rest
26 period violations, and penalties on behalf of non-exempt retail clerks employed by
27 Defendants in California. Plaintiff counsel appointed as lead counsel. Case settled.
28 Final Approval granted, no objections and funds fully distributed.

1 *r. Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-
2 2012-00611260. Wage and Hour Class Action seeking past wages for overtime,
3 meal and rest period violations, reimbursements, and penalties on behalf of non-
4 exempt employees employed by Defendants in California. Plaintiff counsel
5 appointed as lead counsel. Case settled. Final Approval granted, no objections and
6 funds fully distributed.

7 *s. Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278.
8 Wage and Hour Class Action seeking past wages for overtime, meal and rest period
9 violations, reimbursements, and penalties on behalf of non-exempt production
10 workers employed by Defendants in California. Plaintiff counsel appointed as lead
11 counsel. Case settled. Final Approval granted, no objections and funds fully
12 distributed.

13 65. Christina Lucio has been Of Counsel to James Hawkins APLC since 2015. Ms.
14 Lucio graduated from the University of California, Riverside with a Bachelor of Arts Degree.
15 Following graduation, she attended the University of Southern California, Gould School of Law
16 (USC Law School). At various points during law school, she worked with the USC Post-
17 Conviction Justice Project, the Western Center for Disability Rights and the Barrister's Domestic
18 Violence Clinic. During the Summer of 2005, she was a law clerk for the Law Offices of Bruce
19 Austin (Safeco Insurance). In 2007, while a full-time law student, she was also a Judicial Extern
20 for the Honorable Sandra Ikuta, United States Court of Appeals, Ninth Circuit. Thereafter, in
21 2007, Ms. Lucio graduated from the USC Law School. The same year, she was admitted to
22 practice law in the State of California. From 2007 until 2010, Ms. Lucio was an associate with
23 Troutman Sanders LLP in San Diego (formerly Ross, Dixon, & Bell). As an associate, she
24 assisted with the litigation of general business and labor & employment matters on an individual
25 and class-wide basis. Ms. Lucio assisted with the representation of both employers and
26 employees. She also assisted employers on issues related to compliance with employment laws.
27 From 2011 until 2012, Ms. Lucio was an associate with Wilson Turner Kosmo LLP. As an
28 associate, she assisted with the litigation of labor & employment matters on an individual and

1 class-wide basis solely on the side of management. She also assisted employers on issues related
2 to compliance with employment laws. In 2012, Ms. Lucio started her own private practice where
3 she has litigated a wide variety of matters on both the plaintiff and defense side, including
4 individual actions, as well as consumer and employment class actions. Since 2015, Ms. Lucio
5 has also been of counsel to the law firm of James Hawkins APLC. In that capacity, her work has
6 been focused on employment litigation and complex class actions. In her practice as a class action
7 plaintiffs' attorney, she have been involved in litigating, mediating and settling numerous class
8 actions dealing with class sizes ranging from several hundred to thousands of class members
9 resulting in settlements ranging from six figures to multimillion dollar settlements.

10 66. The following is a non-exhaustive list of class actions Ms. Lucio has successfully
11 litigated as one of the counsels of record: *Placencia v. Amcor Packaging Distribution, Inc.*,
12 Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC; *Trani v. Lisi*
13 *Aerospace, et al.*, Los Angeles Superior Court, Case No. BC495527; *Galvan v. Goodwin Co.*,
14 Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC; *Reyes v. Bristol*
15 *Fiberlite*, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC; *Gutierrez*
16 *v. HMT Tank*, USDC Central Dist., Case No. CV14-1967-CAS(MANx); *Williams v. Il Fornaio*
17 *America Corp.*, Sacramento County, 34-2011-0009616; *Aguilar v. 7-Eleven, Inc.*, Orange County,
18 Case No. 30-2009-002687141-CU-OE-CXC; *Madrigal v. Huntington Beach Market Broiler, Inc.*,
19 Orange County, Case No. 30-2012-00611260; *Vang v. Jazz Semiconductor, Inc.*, Orange County,
20 Case no. 30-2011-00460278; *Cano v. Financial Statement Services, Inc.*, Orange County, Case
21 No. 30-2013-00653349-CU-OE-CXC; *Gonzalez v. Quality Aluminum Force, LLC*, Orange
22 County, Case No. 30-2015-00817941-CU-OE-CXC; *Smith v. Space Exploration Technologies*
23 *Corp.*, Los Angeles County Case No. BC554258; *Madrigal v. Balda C Brewer, Inc.*, 30-2015-
24 00820218-CU-OE-CXC; *Mendez v. Liberty Glass Fabricators, Inc.*, Riverside County Case No.
25 RIC1800119; *Aguilar v. LDI Mechanical, Inc.*, Riverside County Case No. RIC1610019;
26 *Vigueras v. Red Robin International, Inc.*, USDC Central Dist. Case No. SACV 17-1422 JVS
27 (DFMx); *Aguilar v. Peach Home Services, Inc.*, et al., Riverside Superior Court Case No.
28 RIC1823057; *Ross v. Stater Bros.*, San Bernardino Superior Court Case No. CIVDS1902518;

1 *Robles v. Jetro Holdings, LLC*, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-
2 CTL; *Shay v. Apple, Inc.*, United States District Court for the Southern District of California Case
3 No. 3:20-cv-1629-JO-BLM; *Garcia/Moore v. Sysco Riverside, Inc.*, Riverside Superior Court
4 Case No. CVRI2103935; *Bendorf, et al. v. SeaWorld*, San Diego Superior Court Case No. 37-
5 2021-00034922-UC-OE-CTL; *Granados v. Hyatt Corporation*, Southern District of California
6 Case No. 3:23-cv-01001; *Aguilar v. Owens-Brockway Glass Container, Inc.*, Los Angeles
7 Superior Court Case No. 21STCV33017; and *Javier v. Helena Agri-Enterprises, LLC*, Fresno
8 Superior Court Case No. 22CECG02269.

9 67. In addition, Mitchell Murray has been one of the primary attorneys responsible for
10 this case. Mr. Murray received his bachelor's degree from the University of California, San Diego
11 and his Juris Doctor degree from California Western University. He has practiced law in
12 California since 2012. Since 2016, Mr. Murray's primary practice has been wage and hour class
13 and representative actions and individual employment matters. Mr. Murray is also Of Counsel at
14 the law firm James Hawkins APLC where he is currently litigating numerous wage and hour class
15 action and representative action cases in the Los Angeles Superior Courts, the Orange County
16 Superior Courts, the San Diego County Superior Courts, and the United States District Courts for
17 the Central, Southern, and Eastern Districts of California.

18 68. Mr. Murray has been certified as Class Counsel in a number of wage and hour
19 class actions, including but not limited to: *Vigueras v. Red Robin International, Inc.*, USDC
20 Central Dist. Case No. SACV 17-1422 JVS (DFMx); *Aguilar v. Peach Home Services, Inc.*, et al.,
21 Riverside Superior Court Case No. RIC1823057; *Ross v. Stater Bros.*, San Bernardino Superior
22 Court Case No. CIVDS1902518; *Robles v. Jetro Holdings, LLC*, San Diego Superior Court Case
23 No. 37-2021-00015414-CU-OE-CTL; *Shay v. Apple, Inc.*, United States District Court for the
24 Southern District of California Case No. 3:20-cv-1629-JO-BLM; *Garcia/Moore v. Sysco*
25 *Riverside, Inc.*, Riverside Superior Court Case No. CVRI2103935; *Bendorf, et al. v. SeaWorld*,
26 San Diego Superior Court Case No. 37-2021-00034922-UC-OE-CTL; *Granados v. Hyatt*
27 *Corporation*, Southern District of California Case No. 3:23-cv-01001; *Aguilar v. Owens-*
28

1 *Brockway Glass Container, Inc.*, Los Angeles Superior Court Case No. 21STCV33017; and
2 *Javier v. Helena Agri-Enterprises, LLC*, Fresno Superior Court Case No. 22CECG02269.

3 69. Despite the complexity of the case, Class Counsel has, through our investment of
4 substantial effort and resources, secured an outstanding settlement on behalf of the Class Members.
5 The issues and arguments Class Counsel has encountered and overcome in arriving at the parties'
6 negotiated settlement terms were also many and complex and required skillful advocacy that can
7 arise only out of experience, professional perspective, and success. Given the size and scope of the
8 class, spanning numerous locations across California, Plaintiff would have faced substantial legal
9 and factual obstacles in demonstrating that Class certification was appropriate and that they would
10 prevail on the merits in light of Defendant's asserted defenses. Still, Class Counsel has negotiated
11 a substantial settlement on behalf of the Class for such claims. Plaintiff would have also been
12 required to establish a significant amount of witness testimony, pattern and practice evidence,
13 statistical evidence, sampling evidence, expert testimony, and other evidence in order to evaluate
14 and present arguments at both class certification and trial. Defendant has vigorously challenged the
15 claims pled in the operative complaint, contested liability, the amount of claimed damages, the
16 propriety of Class Certification, and would have continued to do so through trial. Accordingly,
17 Class Counsel believes the Settlement to be fair, reasonable, and adequate and that it is in the best
18 interest of the Class Members. The fairness and adequacy of the Settlement is confirmed by all
19 known facts and circumstances, including the risk of significant delay and uncertainty associated
20 with litigation, the various defenses asserted by Defendant, and numerous potential appellate issues.
21 Defendant and Defendant's Counsel also agree that the settlement is fair, reasonable and adequate.

22 70. Plaintiff and Class Counsel respectfully submit the fees and costs provision of the
23 Settlement is fair and reasonable both when cross-checked under the lodestar and common fund
24 method. The total billable hours that counsel have invested and will invest in prosecuting this
25 action, should this honorable Court approve the settlement, is substantial. We have personally
26 expended substantial time and effort in prosecuting this matter and achieving the proposed
27 Settlement, including the following tasks: investigating the factual and legal basis of the action;
28 analyzing documents provided by Plaintiff, including time and payroll documents and policy

1 documents; investigating Defendant's organization and structure from publicly available
2 information; preparing the Class and PAGA Complaints; interviews with witnesses; conferences
3 with Plaintiff; filing a motion to remand the action; preparing formal discovery requests; preparing
4 formal discovery responses; preparing and reviewing informal document and data discovery
5 requests; engaging in meet and confer efforts regarding formal discovery and informal discovery;
6 reviewing and analyzing thousands of pages of document, including a significant volume of time
7 and payroll data, collective bargaining agreements, and policy documents; conversations with
8 defense counsel regarding the claims alleged in this action, and the information needed for analysis,
9 preparing complex damages analysis and extrapolation of damages to the entire Class; preparing
10 for and attending a full day mediation; negotiating and finalizing a Settlement with Defendant's
11 Counsel in the months following mediation; soliciting proposals from settlement administrators;
12 and drafting the preliminary approval motion and supporting papers. As such, I respectfully submit
13 that a lodestar cross-check will support the reasonableness of the requested fee award.

14 71. I submit that the requested attorneys' fees are fair and reasonable, as are the hourly
15 rates at which our attorneys bill. The fee request (at final approval) will be supported by a
16 detailed explanation of the qualifications of each timekeeper, and their corresponding hourly rate,
17 along with an explanation of the amount of time performed on the various tasks performed on
18 behalf of Plaintiff and the Class Members.

19 72. The Settlement that Class Counsel has negotiated on behalf of the Class confronts
20 exceedingly difficult and individualized issues which make certification and proof of merits
21 challenging and work intensive. I and our firm's attorneys and paralegals have secured this
22 Settlement through persistent advocacy of the class claims, which has applied legal nuances and
23 negotiation techniques to achieve a very favorable result for the Class Members. Other attorneys
24 without our experience and comprehensive knowledge and perspective in connection with
25 complex employment litigation would not have been able to achieve such superior settlement
26 terms on behalf of the Class and would not have been able to do so in the time in which we
27 accomplished settlement. I believe the Class Counsel Fees Payment under the Settlement is a
28 reasonable allocation given the excellent result we have secured for the Class Members. I,

1 therefore, respectfully request the Court preliminarily approve the allocated attorneys' fees under
2 the parties' Settlement. Defendant and its counsel do not oppose the requested fee allocation.

3 73. In serving as Plaintiff's counsel and Class Counsel in this matter, Class Counsel
4 will also seek reimbursement for the out-of-pocket costs up to \$35,000. Any sums not awarded
5 will be available for distribution to the Class as part of the Net Settlement Amount. I will provide
6 the Court with a detailed summary of the total costs at the time of the Final Approval Motion.
7 These fees and costs are reasonable and necessarily incurred in litigating this matter and in pursuit
8 of the settlement.

9 **NOTICE TO LWDA**

10 74. On July 9, 2025, a copy of the proposed Settlement Agreement was submitted to
11 the Labor Workforce and Development Agency. A true and correct copy of the submission
12 confirmation is attached hereto as **Exhibit 2**.

13 **ADMINISTRATOR**

14 75. The Parties have agreed to the appointment of ILYM Group to administer the
15 Settlement. ILYM Group has submitted a "not to exceed bid" of \$22,950. A true and correct
16 copy of the bid is attached hereto as **Exhibit 3**.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct. Executed on July 09, 2025 in Irvine, California.

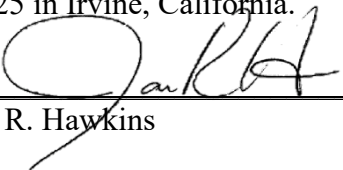
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20 _____
21 James R. Hawkins
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27
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EXHIBIT 1

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Attorneys for Defendant
SOUTHERN CALIFORNIA GAS COMPANY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

LOUIS C BERREYES on behalf of
himself and all others similarly situated,

Plaintiffs,

v.

SOUTHERN CALIFORNIA GAS
COMPANY, a California Corporation,
and DOES 1-50, inclusive,

Defendants.

Case No. CIVSB2207291

Assigned for All Purposes to:
Hon. Joseph T. Ortiz
Dept. S-17

**JOINT STIPULATION OF CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

1 This Stipulation of Settlement (“Stipulation” or “Settlement”) is made and entered into, as
2 of the date set forth below, between Plaintiff Louis C. Berreyes, as an individual and as a
3 representative of the proposed Class described herein and as a representative of the State of
4 California (“Plaintiff”), and Defendant Southern California Gas Company (“Defendant”), who are
5 parties to the above-captioned litigation (together, the “Parties”).

6 **1. DEFINITIONS**

7 1.1 “Action” means the above-captioned action, *Louis C. Berreyes v. Southern*
8 *California Gas Company, et al.*, Superior Court of the State of California, County of San
9 Bernardino Case No. CIVSB2207291.

10 1.2 “Class Counsel” means James Hawkins APLC and James R. Hawkins and
11 Christina M. Lucio of James Hawkins APLC.

12 1.3 “Class Data” means a confidential spreadsheet that includes, for each Settlement
13 Class Member, their name, last known address, social security number, and number of Eligible
14 Workweeks and Eligible Pay Periods or data sufficient for the Settlement Administrator to
15 determine Eligible Workweeks and Eligible Pay Periods. The Class Data shall be based on
16 Defendant’s personnel and payroll records and provided in a format acceptable to the Settlement
17 Administrator.

18 1.4 “Class Settlement Period” means the time period from January 28, 2018 to the
19 later of: (1) preliminary approval of Settlement; or (2) the date upon which the total number of
20 workweeks from January 28, 2018, forward equals 536,484 workweeks, subject to section 3.1.2.

21 1.5 “Class Representative” or “Plaintiff” means Plaintiff Louis C. Berreyes.

22 1.6 “Class Representative’s Released Claims” means any and all claims, obligations,
23 demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever
24 kind and nature, character, and description, whether in law or equity, whether sounding in tort,
25 contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other
26 source of law or contract, whether known or unknown, and whether anticipated or unanticipated,
27 including all unknown claims covered by California Civil Code Section 1542, by the Class
28

1 Representative, arising at any time up to and including the date of execution by Class
2 Representative, for any type of relief, including without limitation claims for wages, premium and
3 other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties),
4 general damages, compensatory damages, liquidated damages, punitive damages, interest,
5 attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory
6 relief. The Class Representative's Released Claims also include, but are not limited to, the
7 Released Claims as well as any other claims under any provision of the Fair Labor Standards Act
8 ("FLSA"), the California Labor Code, any applicable California Industrial Welfare Commission
9 Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal
10 discrimination statutes, including, without limitation, the California Government Code; the Unruh
11 Civil Rights Act, California Civil Code; the California Constitution; the California Business and
12 Professions Code, including but not limited to Sections 17200 *et seq.*; the United States
13 Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers
14 Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act,
15 Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of 1991;
16 the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with
17 Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of
18 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act; the Fair Credit Reporting Act; the Employee
19 Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification
20 Act; the Sarbanes-Oxley Act of 2002; the California Family Rights Act; and all of their
21 implementing regulations and interpretive guidelines; any and all claims for monetary recovery
22 and personal or individual relief, except as prohibited by law; and any premiums, penalties,
23 interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or
24 accounting based on any of the foregoing claims. For the avoidance of doubt, this is a complete
25 and general release to the maximum extent by law. Notwithstanding the foregoing, nothing
26 herein is intended to waive, release or impact the action entitled *Berreyes v. Southern California*
27 *Gas Company*, San Bernardino Superior Court Case No. CIV SB 2315936. Indeed, specifically
28

1 excluded from the scope of this release are the claims, theories, causes of action, and allegations
2 set forth in the action entitled *Berreyes v. Southern California Gas Company*, San Bernardino
3 Superior Court Case No. CIV SB 2315936. Further, the release of the Class Representative's
4 Released Claims do not include any claim or right that is not waivable as a matter of law.

5 1.7 "Court" means the Superior Court for the State of California, County of San
6 Bernardino.

7 1.8 "Defendant's Counsel" means Jennifer B. Zargarof and Anahi Cruz of Morgan,
8 Lewis & Bockius LLP.

9 1.9 "Effective Date" means the latest of: (i) the day after the deadline for any appeals
10 expires; (ii) if an appeal from the Final Approval Order is filed, and the appeal is finally disposed
11 of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for
12 further review of the Court of Appeal's decision passes, and no further review is requested; and
13 (iii) if an appeal of the Final Approval Order is filed and there is a final disposition by ruling,
14 dismissal, denial, or otherwise by the Court of Appeal, and review of the Court of Appeal's
15 decision is requested, the day after the request for review is denied with prejudice and/or no
16 further review of the Final Approval Order can be requested.

17 1.10 "Eligible Workweeks" shall mean the workweeks that each Settlement Class
18 Member worked for Defendant in California during the Class Settlement Period.

19 1.11 "Eligible Pay Periods" shall mean the pay periods that each PAGA Member
20 worked for Defendant in California during the PAGA Settlement Period.

21 1.12 "Enhancement Award" means the amount approved by the Court to be paid to the
22 Class Representative, in recognition of his efforts in coming forward as Class Representative and
23 as consideration for the Release set forth in paragraph 3.5.1, which shall be in addition to his
24 portion of the Net Settlement Amount.

25 1.13 "Final Approval Date" means the date on which the Court enters the Order of Final
26 Approval.

1.14 “Final Approval Hearing” means a hearing set by the Court, to take place on a date established by the Court, for the purpose of (i) determining the fairness, adequacy, and reasonableness of the Stipulation terms and associated Settlement pursuant to class action procedures and requirements; (ii) determining the amount of the award of attorneys’ fees and costs to Class Counsel; (iii) determining the amounts of the Enhancement Award to the Class Representative; and (iv) entering the Judgment.

1.15 “Gross Settlement Amount” shall mean the amount that Defendant will pay in settlement of this matter, subject to section 3.1.2 below. The Gross Settlement Amount includes all awards of attorneys’ fees and costs to Class Counsel, Settlement Administration Costs, Enhancement Award, the PAGA Settlement Payment (paid to the PAGA Members and the LWDA), and payments to the Participating Class Members.

1.16 “Individual PAGA Payment” means the individual amounts paid from the PAGA Payment to the individual PAGA Members for settlement of claims for civil penalties under PAGA.

1.17 “Individual Settlement Payment” means the settlement amount due each Participating Class Member from the Net Settlement Amount.

1.18 “LWDA” means the California Labor and Workforce Development Agency.

1.19 “LWDA PAGA Payment” means the payment to the LWDA from the PAGA Payment for settlement of claims for civil penalties under PAGA.

1.20 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for distribution to the Participating Class Members, which shall equal the Gross Settlement Amount less PAGA Payment, Court-approved attorneys’ fees and costs award to Class Counsel, Settlement Administration Costs, and the Enhancement Award.

1.21 “Notice of Settlement” means the document provided to Settlement Class Members to notify them of the settlement, a copy of which is attached hereto as **Exhibit 1**.

1.22 “PAGA Members” means Settlement Class Members who worked in any pay period during the PAGA Settlement Period.

1.23 “PAGA Payment” means the payment in settlement of all claims for PAGA penalties, 75% of which will be distributed as the LWDA PAGA Payment and 25% of which will be distributed as Individual PAGA Payments to the PAGA Members.

1.24 “PAGA Settlement Period” means the period from July 10, 2018, through the end of the Class Settlement Period.

1.25 “Participating Class Members” means the Settlement Class Members who do not timely request to be excluded from the class portion of the settlement. No claim form is required for a Settlement Class Member to become a Participating Class Member.

1.26 “Preliminary Approval Date” means the date the Court enters the Order preliminary approving the Stipulation of Settlement and setting the Final Approval Hearing.

1.27 “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”) created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

1.28 “Released Class Claims” means any and all federal, state and local law claims, rights, demands, liabilities, penalties and causes of action, asserted or that could have been asserted arising from the same alleged facts in the complaints in this Action, including causes of action for or based on (1) failure to pay minimum wages, (2) failure to accurately pay all wages, including overtime wages, (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay wages during employment, (6) failure to timely pay wages owed upon separation from employment, (7) failure to reimburse necessary business expenses, (8) failure to pay reporting time wages, (9) failure to provide accurate itemized wage statements, (10) unfair business practices; and (11) all claims for attorneys’ fees and costs based on the foregoing.

1.29 “Released PAGA Claims” means all claims for civil penalties under PAGA based on the factual allegations in any of the complaints filed in the Action, including claims for civil penalties based on (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure

to timely pay wages during employment, (6) failure to timely pay wages owed upon separation from employment, (7) failure to reimburse necessary business expenses, (8) failure to pay reporting time wages, and (9) failure to provide accurate itemized wage statements.

1.30 “Released Parties” means Defendant and all affiliated parties and entities, including all past and present affiliates, parents, subsidiaries, predecessors, owners, members, successors, shareholders, divisions, insurers, counsel, and each of these entities’ past and present directors, officers, employees, partners, shareholders, members and representatives.

1.31 “Response Deadline” means forty-five (45) days after the Settlement Administrator mails the Notice of Settlement to Settlement Class Members. It shall be the last date on which Settlement Class Members may: (a) postmark any Opt Out Request; (b) postmark any written objection to the Settlement, and (c) postmark any Eligible Workweek or Eligible Pay Period Dispute. The Response Deadline for Settlement Class Members to whom the Notice of Settlement is remailed after having been returned as undeliverable to the Settlement Administrator shall be fifty-five (55) calendar days after the Settlement Administrator’s initial mailing of the Notice of Settlement to Settlement Class Members, or fourteen (14) days after the re-mailing, whichever is later.

1.32 “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement in accordance with the Settlement Administrator’s responsibilities outlined in this Stipulation.

1.33 “Settlement Administrator” means ILYM Group, Inc., who shall be responsible for the administration of the Settlement, distribution of any amounts owed under this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to appointment by the Court.

1.34 “Settlement Class” or “Settlement Class Members” means all persons employed by Defendant in California as hourly-paid, non-exempt customer service field positions, during the Class Settlement Period.

2. **RECITALS**

2.1 **Background and Procedural History**

2.1.1 On January 28, 2022, Plaintiff filed a class action Complaint in Stanislaus County Superior Court alleging causes of action on behalf of himself and a putative class of Defendant's current and former employees for (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay wages during employment, (6) failure to timely pay wages owed upon separation from employment, (7) failure to reimburse necessary business expenses, (8) failure to pay reporting time wages, (9) failure to provide accurate itemized wage statements, and (10) unfair business practices based on the same foregoing causes of action. On April 19, 2022, Defendant removed the Action to the Central District of California. On May 19, 2022, Plaintiff filed a remand of the Class Action complaint. On April 6, 2022, Plaintiff filed a PAGA representative action against Defendant in the Superior Court for the County of San Bernardino based on the same purported Labor Code violations as the Class Action. On July 22, 2022, Defendant removed the PAGA action to the Central District of California. On August 24, 2022, the District Court granted the Parties' stipulation to consolidate the Class and PAGA Actions. On March 16, 2023, the District Court remanded the consolidated action back to the California Superior Court for the County of San Bernardino.

2.1.2 The Parties participated in a private mediation with experienced wage and hour mediator Lisa Klerman on September 11, 2024. The case did not resolve at the mediation session, but through continued negotiations and the assistance of the mediator, the Parties ultimately reached an agreement on a settlement through a mediator's proposal. All of the terms of the settlement are contained within this Stipulation of Settlement. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

2.2 **Benefits of Settlement**

2.2.1 Based on their own independent investigations and evaluations, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and terms set

1 forth herein, considering the representative and class claims, and the risk of loss, is fair,
2 reasonable, and adequate in light of all known facts and circumstances, and is in the best interests
3 of the Settlement Class. Class Counsel is also of the opinion that the total consideration and
4 payment set forth in this Stipulation of Settlement is adequate in light of the uncertainties
5 surrounding the risk of further litigation, the possibility of losing class certification or facing a
6 decertification motion, that the PAGA claim could be deemed unmanageable, and the defenses
7 that Defendant has asserted and/or could assert as to the substantive merit of the claims.

8 2.2.2 Class Counsel has weighed the monetary benefit under the Settlement to
9 the Settlement Class against the expenses and length of continued proceedings that would be
10 necessary to prosecute the Action against Defendant through class certification, through
11 manageability motions, summary judgment, trial and possible appeals. Class Counsel has also
12 taken into account the uncertain outcome and risk of any litigation, especially in complex actions
13 such as class and representative actions, as well as the difficulties and delay inherent in such
14 litigation. As a result, Class Counsel has determined that the settlement set forth in this
15 Stipulation of Settlement is in the best interests of the Settlement Class.

16 2.2.3 Defendant and the Released Parties specifically and generally deny any and
17 all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or
18 admissions of liability of any sort, and contend that for any purpose other than Settlement, the
19 Action is not appropriate for class or representative action treatment. Nonetheless, Defendant has
20 concluded that further conduct of the Action would be protracted, distracting, and expensive, and
21 that it is desirable that the Action be fully and finally settled in the manner and upon the terms and
22 conditions set forth in this Stipulation. Defendant has also taken into account the uncertainty and
23 risks inherent in any litigation. Defendant has therefore determined that it is desirable and
24 beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in
25 this Stipulation.

26 2.2.4 Neither this Stipulation of Settlement, nor any document referred to in it,
27 nor any actions taken pursuant to this Stipulation of Settlement, is or should be construed as an
28

admission by Defendant of any fault, wrongdoing, or liability whatsoever. Nor should the Stipulation of Settlement be construed as an admission that Plaintiff could meet any of the class action requirements or that any PAGA claim would be manageable. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant, as to whether a class action should be certified, or that any PAGA claim is manageable.

3. SETTLEMENT TERMS

3.1 Gross Settlement Amount

3.1.1 Gross Settlement Amount: Defendant shall pay a non-reversionary amount not to exceed Four Million, Eight Hundred and Eighty Thousand Dollars (\$4,880,000) as the Gross Settlement Amount to resolve the Action on a class and representative basis, subject to section 3.1.2. The Gross Settlement Amount shall be used to pay, as approved by the Court, Class Counsel's attorneys' fees and costs, Enhancement Award, Settlement Administration Costs; the PAGA Payment to the LWDA and the PAGA Members, and the Individual Settlement Payments to the Participating Class Members. Notwithstanding the foregoing, in addition to the Gross Settlement Amount, Defendant will pay the employer's portion of payroll taxes, including FICA and FUTA, on the portion of each Individual Settlement Payment allocated as unpaid wages.

3.1.2 Escalation of Gross Settlement Amount or Truncation of Class Settlement Period: It is estimated that current and former Settlement Class Members worked approximately 487,712 workweeks through September 11, 2024. Should the Settlement Class Members' workweeks, during the Class Settlement Period, increase beyond ten percent (10%) greater than 487,712 workweeks (i.e., 536,484 workweeks), then either (a) the Gross Settlement Amount will be increased by the same number of percentage points above 10% the actual number of workweeks exceeds the 536,484 estimate (e.g., if the actual workweeks during the Class Settlement Period are 541,360, which is 11% greater than the estimated number of workweeks, then the Gross Settlement Amount increases by 1% to \$ 5,416,800); or (b) Defendant, at its sole

discretion, may elect to cut off the Class Settlement Period and PAGA Settlement Period on the last day on which the workweeks do not exceed 536,484 workweeks.

3.2 Allocation of Gross Settlement Amount

3.2.1 Class Representative Enhancement Award: The Class Representative's Enhancement Award, which is in addition to the Class Representative's Individual Settlement Payment from the Net Settlement Amount and Individual PAGA Payment as a PAGA Member, will, subject to Court approval, be paid out of the Gross Settlement Amount and will not exceed \$10,000.00 for his services and assistance to the Class. Any amount of the Class Representative's Enhancement Awards that is not awarded by the Court shall be added to the Net Settlement Amount.

3.2.2 Attorneys' Fees and Costs: Class Counsel may apply to the Court for an award of reasonable attorneys' fees not to exceed one third of the Gross Settlement Amount, \$1,626,666.67, and will seek an award of costs for reimbursement of Class Counsel's out-of-pocket costs incurred up to an additional \$35,000.00 to be paid out of the Gross Settlement Amount. Defendant reserves the right to challenge Class Counsel's request for fees and costs if the requests exceed the parameters established by this Stipulation. The Settlement Administrator shall issue IRS Forms 1099 to Class Counsel for the payments made pursuant to this section. Class Counsel shall be solely and legally responsible for paying any and all applicable taxes on their fees and costs award. Any amount of Class Counsel's requested fees and costs that is not awarded by the Court shall be added to the Net Settlement Amount. Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Settlement Class, Settlement Class Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Defendant or the Released Parties except as expressly provided herein.

3.2.3 Settlement Administrator Costs: The Settlement Administration Costs incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated not to exceed \$22,950.00. Under no circumstances will Defendant be required to contribute

1 additional funds, above and in addition to the Gross Settlement Amount, to cover any unexpected
2 Settlement Administration Costs. The Settlement Administration Costs shall include: all costs of
3 administering the Settlement, all tax document preparation, custodial fees, and accounting fees
4 incurred by the Settlement Administrator; all costs and fees associated with establishing and
5 maintaining a Qualified Settlement Fund; all costs and fees associated with preparing, issuing and
6 mailing the Notice of Settlement and other correspondence to Settlement Class Members; all costs
7 and fees associated with communicating with Settlement Class Members, Class Counsel, and
8 Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and
9 paying the payments due under this Stipulation, and resolving disputed claims; all costs and fees
10 associated with calculating tax withholdings and payroll taxes, making related payment to federal
11 and state tax authorities, and issuing tax forms relating to payments made under the Settlement;
12 all costs and fees associated with preparing any tax returns and any other filings required by any
13 governmental taxing authority or agency; all costs and fees associated with preparing any other
14 notices, reports, or filings to be prepared in the course of administering payments due under this
15 Stipulation; and any other costs and fees incurred and/or charged by the Settlement Administrator
16 in connection with the execution of its duties under this Stipulation. Any amount of Settlement
17 Administration Costs that is not awarded by the Court shall be added to the Net Settlement
18 Amount.

19 3.2.4 Individual Settlement Payments to Participating Class Members: Each
20 Participating Class Member will be entitled to receive an Individual Settlement Payment, which
21 will be paid out of the Net Settlement Amount. The amount of each Individual Settlement
22 Payment will be calculated on a pro rata basis, based on the Eligible Workweeks each
23 Participating Class Member worked during the Class Settlement Period. There is no need for a
24 Participating Settlement Class Member to submit a claim form in order to be eligible for and to
25 receive an Individual Settlement Payment. To determine each Settlement Class Member's
26 estimated "Individual Settlement Payment," the Settlement Administrator will use the following
27 formula: estimated Individual Settlement Payment = individual Eligible Workweeks ÷ all
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1 Settlement Class Member Eligible Workweeks $\times$ Net Settlement Amount. The Parties recognize
2 that the Individual Settlement Payments to be paid to Participating Class Members reflect
3 settlement of a dispute over claimed wages, interest, penalties, and other alleged damages.

4 3.2.5 PAGA Payment: A total amount of \$244,000 from the Gross Settlement
5 Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-
6 five percent (75%) of this amount (\$183,000) will be the LWDA PAGA Payment to paid to the
7 LWDA and the remaining twenty-five (25%) of this amount (\$61,000) shall be distributed to the
8 PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not
9 approved by the Court shall be added to the Net Settlement Amount and any additional amount
10 ordered by the Court shall be paid from the Gross Settlement Amount. The 25% of the PAGA
11 Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be
12 distributed based on a pro rata share based on the number of Eligible Pay Periods each PAGA
13 Member worked during the PAGA Settlement Period.

14 3.3 **Taxation**

15 3.3.1 Tax Treatment of Individual Settlement Payments. All Individual
16 Settlement Payments to Participating Class Members shall be allocated as follows for tax
17 purposes: 33% of each Individual Settlement Payment reflects compromise of claims for alleged
18 unpaid wages; 67% of each Individual Settlement Payment reflects compromise of claims for
19 interest and penalties. The portion of the Individual Settlement Payment attributable to unpaid
20 wages will be subject to regular and/or applicable payroll and income tax withholdings (for the
21 employee portion only), and will be reported on an IRS Form W-2. The Settlement Administrator
22 shall make appropriate tax withholdings from the portion of each Individual Settlement Payment
23 designated as unpaid wages, and shall pay the employer portion of payroll taxes with funds
24 separate from the Gross Settlement Amount to be furnished by Defendant. Participating Class
25 Members will be responsible for paying all other taxes due on their Individual Settlement
26 Payments. Other than as set forth above, the Settlement Administrator will not make any
27 deductions, withholdings, or additional payments, including without limitation, medical or other
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1 insurance payments or premiums, employee 401(k) contributions or matching employer
2 contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or
3 with respect to the Individual Settlement Payments, and entry of the Order of Final Approval by
4 the Court shall be deemed authority not to make any such deductions, withholdings, or additional
5 payments.

6 3.3.2 Tax Treatment of Individual PAGA Payments: All Individual PAGA
7 Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required.
8 PAGA Members will be responsible for paying all other taxes due on their Individual PAGA
9 Payments. PAGA Members will be responsible for paying all taxes due on their Individual
10 PAGA Payments. The Settlement Administrator will not make any deductions, withholdings, or
11 additional payments, including without limitation, medical or other insurance payments or
12 premiums, employee 401(k) contributions or matching employer contributions, wage
13 garnishments to the extent permitted by law, or charity withholdings, from or with respect to the
14 Individual PAGA Payments.

15 3.3.3 Circular 230 Disclaimer: Each Party to this Stipulation (for purposes of
16 this section, the “acknowledging party” and each Party to this Stipulation other than the
17 acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this
18 Stipulation, and no written communication or disclosure between or among the Parties or their
19 attorneys and other advisers, is or was intended to be, nor shall any such communication or
20 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
21 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging
22 party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for
23 advice (including tax advice) in connection with this Stipulation, (b) has not entered into this
24 Stipulation based upon the recommendation of any other party or any attorney or advisor to any
25 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
26 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
27 party; and (3) no attorney or adviser to any other party has imposed any limitation that protects
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1 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
2 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
3 tax structure of any transaction, including any transaction contemplated by this Stipulation.

4 **3.4 No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid
5 under the Settlement will modify any previously credited hours or service under any employee
6 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not
7 form the basis for additional contributions to, benefits under, or any other monetary entitlement
8 under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments
9 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going
10 forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of
11 the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the
12 right to modify the language of their benefit plans, policies and bonus programs to effectuate this
13 intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours
14 worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable
15 plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any
16 other purpose, and that additional contributions or benefits are not required by this Stipulation of
17 Settlement.

18 **3.5 Releases**

19 **3.5.1 Class Representative's Release.** As of the date Defendant fully funds the
20 Settlement (including the employer-side payroll taxes), the Class Representative shall be deemed
21 to have fully, finally, and forever released the Released Parties from all Class Representative
22 Released Claims through the date of execution of the Settlement. The Class Representative may
23 hereafter discover claims or facts in addition to, or different from, those which each now knows
24 or believes to exist, but Class Representative expressly agrees to fully, finally and forever settle
25 and release any and all claims against the Released Parties, known or unknown, suspected or
26 unsuspected, which exist or may exist on behalf of or against the other at the time of execution of
27 this Stipulation as to the Class Representatives' Released Claims. The Class Representative shall
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1 be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the
2 provisions, rights, and benefits each may otherwise have had relating to the Class
3 Representatives' Released Claims pursuant to Section 1542 of the California Civil Code, which
4 provides as follows:

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

10 Notwithstanding the foregoing, Class Representative does not waive or release any claim which
11 cannot be waived or released by private agreement or law. Further, notwithstanding the
12 foregoing, specifically excluded from the scope of this release are the claims, theories, causes of
13 action, and allegations set forth in the action entitled *Berreyes v. Southern California Gas*
14 *Company*, San Bernardino Superior Court Case No. CIV SB 2315936. Further, nothing in this
15 Stipulation shall prevent Class Representative from filing a charge or complaint with, or from
16 participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH,
17 NLRB or any other federal, state or local agency charged with the enforcement of any
18 employment or other applicable laws. Class Representative, however, understands that by signing
19 this Stipulation, he waives the right to recover any damages or to receive other relief in any claim
20 or suit brought by or through the EEOC, the DFEH or any other state or local deferral agency on
21 their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or
22 other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or
23 other awards or relief that may not lawfully be waived.

24 3.5.2 Participating Class Member Release. As of the date Defendant fully funds
25 the Settlement (including the employer-side payroll taxes), all Participating Class Members fully
26 and finally release the Released Parties from the Released Claims that arose during the Class
27 Settlement Period.
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1 3.5.3 PAGA Member Release. As of the date Defendant fully funds the
2 Settlement (including the employer-side payroll taxes), Plaintiff, as a representative of the State of
3 California and on behalf of the LWDA and as a representative of the PAGA Members, fully and
4 finally releases the Released Parties from the PAGA Released Claims for the PAGA Settlement
5 Period.

6 **4. APPROVAL OF SETTLEMENT, NOTICE TO CLASS AND ADMINISTRATION**

7 **4.1 Preliminary Approval**

8 4.1.1 Class Counsel shall submit to the Court this Stipulation of Settlement and
9 exhibits thereto for preliminary approval by the Court. Class Counsel will prepare and file the
10 motion for preliminary approval and supporting papers for the Court, subject to Defendant's prior
11 review and approval. Plaintiffs will endeavor to provide the motion for preliminary approval to
12 Defendant for its review and approval at least five business days before filing.

13 4.1.2 Pursuant to California Labor Code § 2699(l), concurrently with the filing of
14 the motion for preliminary approval, Plaintiff will provide notice of the proposed Settlement to
15 the LWDA.

16 4.1.3 The Court's preliminary approval of this Settlement shall be embodied in
17 an order certifying the Class for settlement purposes only, preliminarily approving the Settlement
18 and providing for Notice of Settlement to be mailed to the Class in materially the same format
19 attached hereto as Exhibit 1, and which will also set the date for the Final Approval Hearing. The
20 Notice of Settlement shall advise Settlement Class Members of their options, which include filing
21 an objection to the Settlement and receiving an Individual Settlement Payment and an Individual
22 PAGA Payment (if applicable); or taking no action and receiving an Individual Settlement
23 Payment and an Individual PAGA Payment (if applicable).

24 **4.2 Notice**

25 4.2.1 Delivery of Class Data: No later than thirty (30) calendar days after the
26 Preliminary Approval Date, Defendant shall provide the Class Data to the Settlement
27 Administrator. The Settlement Administrator shall maintain the Class Data, and all data
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1 contained within the Class Data, as private and confidential and shall not disclose such data to any
2 persons or entities, unless otherwise required by law. The information in the Class Data is being
3 supplied solely for purposes of the administration of the settlement and cannot be used by the
4 Settlement Administrator or any agent or representative of the Settlement Administrator for any
5 other purpose. Upon receipt of the Class Data, the Settlement Administrator shall check with the
6 U.S. Postal Service National Change of Address Database and update any addresses for the
7 Settlement Class Members.

8 4.2.2 Notice By First-Class Mail. Within twenty-one (21) calendar days of the
9 receipt of the Class Data, the Settlement Administrator will send via United States first class mail
10 the Notice of Settlement to the Settlement Class Members. If any Notice of Settlement is returned
11 to the Settlement Administrator as undeliverable, the Settlement Administrator shall run a skip-
12 trace using that Settlement Class Member's social security number in an effort to attempt to
13 ascertain the current address of the Settlement Class Member. If such an address(es) is
14 ascertained, the Settlement Administrator shall re-mail the Notice of Settlement within ten (10)
15 calendar days. If alternative addresses are obtained for a Settlement Class Member, the
16 Settlement Administrator shall promptly re-send the Notice of Settlement to the alternative
17 addresses.

18 4.3 **Opt-Out Requests**

19 4.3.1 Settlement Class Members, except for the Class Representative, will have
20 until the Response Deadline within which to opt out of the class portion of this Settlement;
21 however, exercising this option has no effect on the PAGA portion of this settlement, PAGA
22 Members will be mailed an Individual PAGA Payment and be bound by the release of the
23 Released PAGA Claims regardless of whether they opt out of the class settlement. Settlement
24 Class Members who want to opt out must timely submit a signed and dated written request to be
25 excluded from the class portion of the Settlement to the Settlement Administrator ("Opt-Out
26 Request"). The Opt-Out Request must be postmarked on or before the Response Deadline,
27 include the case name and number, the Settlement Class Member's name, address, and last four of
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1 their social security number, must be signed by the Settlement Class Member, and must
2 reasonably communicate the Settlement Class Member's election to be excluded from the class
3 Settlement.

4 4.3.2 Settlement Class Members who do not timely submit an executed Opt-Out
5 Request shall be deemed a Participating Class Member and bound by this Settlement including
6 the Participating Class Member Release. Settlement Class Members who timely submit an
7 executed Opt-Out Request will not be bound by the Participating Class Member Release and will
8 not receive an Individual Settlement Payment. The Notice of Settlement shall advise Settlement
9 Class Members of their ability to opt-out of the class portion of the Settlement and of the
10 consequences thereof, and further inform them that they cannot opt out of the PAGA settlement.
11 Neither the Parties nor any of their counsel will solicit any Settlement Class Member to submit an
12 Opt-Out Request.

13 4.3.3 If a Settlement Class Member submits both an Opt-Out Request and an
14 Objection within the Response Deadline, then the Opt-Out Request will be deemed valid and the
15 Objection invalid and the individual will not be deemed a Participating Class Member.

16 4.4 **Objections.** Participating Class Members, except for the Class Representative,
17 may object to the Settlement in person at the Final Approval Hearing and/or in writing.
18 Participating Class Members, except for the Class Representative, will have until the Response
19 Deadline to file a written objection to the Court. Only Settlement Class Members who have not
20 filed an Opt-Out Request (Participating Class Members) may object to the Settlement. The
21 written objection should be mailed or filed with the Court, include the case number and name of
22 this case, should state the Participating Class Member's name and address and describe the
23 reason(s) why the Participating Class Member objects to the Settlement and include or attach any
24 documents upon which the objection is based. The Parties and their counsel agree that they will
25 not solicit, encourage, counsel or advise any individual to object to the Settlement.

26 4.5 **Eligible Workweek and Eligible Pay Period Disputes.** Participating Class
27 Members and PAGA Members may dispute their Eligible Workweeks and Eligible Pay Periods if
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they believe they worked for more Eligible Workweeks or Eligible Pay Periods in the Class Settlement Period or PAGA Settlement Period than stated on their Notice of Settlement. Participating Class Members and PAGA Members may do this by submitting information to the Settlement Administrator in writing no later than the Response Deadline. The Settlement Administrator will jointly work with Class Counsel and Defendant's Counsel to resolve the dispute in good faith. If the Parties cannot agree on the Eligible Workweeks or Eligible Pay Periods to be credited to that Participating Class Member or PAGA Member, the Court shall make the final decision based on the information presented by the individual and the Parties.

4.6 **Certification Reports by the Settlement Administrator.** The Settlement Administrator will, on a weekly basis during and for a reasonable period following distribution of the Notice of Settlement, provide updates to Class Counsel and Defendant's Counsel as to the number of persons in the Settlement Class who submitted (i) valid Opt-Out Requests; (ii) written Objections, and (iii) Eligible Workweeks or Eligible Pay Period disputes. All written objections shall be provided to the Parties' counsel within two (2) days of receipt by the Settlement Administrator. To the extent practicable, the weekly updates shall also provide updated data on the extent of Notices of Settlement that are returned undeliverable and any re-mailing efforts.

4.7 **Nullification of Settlement.** Defendant shall have the sole right to void and withdraw from this Settlement if at any time prior to the Final Approval Date: (a) five percent (5%) or more of all Settlement Class Members submit timely and valid Opt-Out Requests; or (b) the Settlement is construed in such a fashion that Defendant would be required to pay more than the Gross Settlement Amount, exclusive of Defendant's share of the employer payroll taxes, subject to section 3.1.2; or (c) the Court does not certify a class releasing all of the Released Class Claims defined in this Stipulation, or does not approve the PAGA settlement including the release of the Released PAGA Claims, or otherwise makes an order inconsistent with any of the material terms (as determined by Defendant) of this Settlement; (d) any pending litigation or litigation filed prior to the Final Approval Date in any way prevents the Settlement from being preliminarily or finally approved by the Court; or (e) Plaintiff or Class Counsel materially breach

the Settlement. Notwithstanding the foregoing, the Parties agree to work together and use best efforts to oppose any attempts to prevent preliminary or final approval and to effectuate the terms of this Settlement.

4.8 Final Approval and Entry of Final Judgment

4.8.1 Prior to the Final Approval Hearing, Plaintiff will move the Court for entry of an “Order of Final Approval” and associated entry of Judgment: (a) certifying the Settlement Class for Settlement purposes only, (b) finding the Settlement fair, reasonable, adequate, and in the best interests of the Participating Class Members, (c) approving the PAGA Payment to the LWDA and the PAGA Members; (d) approving Class Counsel’s application for an award of attorneys’ fees and costs, (e) approving the Class Representative’s application for an Enhancement Award, (f) approving the payment of reasonable Settlement Administration Costs, and (g) releasing and barring any further Released Class Claims by Participating Class Members and Released PAGA Claims by or on behalf of the PAGA Members. Plaintiff will endeavor to provide the motion for final approval to Defendant for its review and approval at least five business days before filing. The Parties and their respective counsel shall make all reasonable efforts to secure entry of the Order of Final Approval. The proposed Order of Final Approval and the associated proposed Judgment shall be filed with the Court with the motion for final approval, or as otherwise directed by the Court.

4.8.2 Class Representative and Class Counsel shall be responsible for justifying the amount of the Enhancement Award and attorneys’ fees and costs to the Court, and they agree to submit, as appropriate, the necessary materials to justify these payments. If the Court (or any appellate court) awards less than the amount requested for attorneys’ fees and/or costs, or less than the amount requested for the Enhancement Award for the Class Representative, only the awarded amounts shall be paid to Class Counsel and/or the Class Representative and shall constitute satisfaction of the obligations of Defendant under this Stipulation. The unawarded amounts shall be allocated to the Net Settlement Amount and distributed to Class Members. This is a non-reversionary settlement.

1 4.8.3 If an appeal results in an order materially modifying, setting aside, or
2 vacating any portion of the Stipulation, with the exception of any modification of the amount of
3 attorneys' fees or costs to be paid to Class Counsel, or the amount of the Enhancement Award
4 paid to the Class Representative, each party adversely impacted by the order shall have the right
5 to treat such order as an event preventing Final Approval. To exercise this right, the party must
6 inform the other party and the Settlement Administrator, in writing, of the exercise of this right,
7 within ten (10) calendar days of receiving notice of any order modifying, setting aside, or
8 vacating any portion of the Stipulation. Before any Party elects to exercise its right to treat such
9 order as an event permanently preventing Final Approval, that Party must meet and confer in
10 good faith with the other Party to determine if an agreement can be reached modifying this
11 Settlement to the mutual satisfaction of the Parties.

12 4.8.4 If the Final Approval does not occur, or if this Stipulation is terminated or
13 canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have reverted to
14 their respective status as of the date and time immediately prior to the execution of this
15 Stipulation. In such an event, if the Stipulation is not approved by the Court substantially in the
16 form agreed to by the Parties, or if the Settlement set forth in the Stipulation is terminated,
17 cancelled, declared void, or fails to become effective in accordance with its terms, or if the
18 Judgment does not become a Final Judgment, or if the Final Approval Date does not occur, this
19 Stipulation (except for those provisions relating to non-admission, denial of liability set forth
20 herein, and the confidentiality agreements entered into by the Parties) shall be deemed null and
21 void, its terms and provisions shall have no further force and effect and shall not be used in this
22 Action or in any other proceeding for any purpose, and any Judgment or order entered by the
23 Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.
24 Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or
25 reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs
26 to be paid by Defendant to Class Counsel, or reducing the amount of the Enhancement Award
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1 paid to the Class Representative, shall constitute grounds for cancellation or termination of the
2 Stipulation, or grounds for limiting any other provision of the Judgment.

3 **4.9 Funding and Distribution of the Settlement Proceeds**

4 4.9.1 Within twenty-one (21) calendar days after the Effective Date or within
5 seven (7) days of the Settlement Administrator providing all information necessary for Defendant
6 to transfer funds to the Qualified Settlement Fund, whichever is later, Defendant shall pay the
7 Gross Settlement Amount into the Qualified Settlement Fund set up, held, and controlled by the
8 Settlement Administrator.

9 4.9.2 Within fifteen (15) calendar days after Defendant funds the Qualified
10 Settlement Fund, the Settlement Administrator shall issue Individual Settlement Payments to
11 Participating Class Members, Individual PAGA Payments to the PAGA Members, the LWDA
12 PAGA Payment to the LWDA, the Court-approved attorneys' fees and costs to Class Counsel,
13 and the court-approved Enhancement Award to the Class Representative.

14 4.9.3 The Settlement Administrator shall keep counsel for the Parties apprised of
15 all distributions from the Qualified Settlement Account and upon completion of administration of
16 that portion of the Settlement, the Settlement Administrator shall provide written certification,
17 under penalty of perjury, of such completion to the Court and counsel for all Parties.

18 4.9.4 Upon completion of administration of the Settlement, but no later than
19 fourteen (14) calendar days prior to the final approval and fairness hearing, the Settlement
20 Administrator shall provide written certification, under penalty of perjury, of such completion to
21 the Court, Class Counsel and Defendant's Counsel.

22 **4.10 Uncashed Checks.** After one-hundred and eighty (180) calendar days of issuance,
23 funds from undeposited Individual Settlement Payment and Individual PAGA Payment checks
24 will be held by the Settlement Administrator. Even if a Participating Class Member or PAGA
25 Member does not cash or deposit his or her settlement payment check(s) within one-hundred
26 eighty (180) calendar days of issuance, the Stipulation of Settlement, including its release, will be
27 binding on that Participating Class Member or PAGA Member. After the 180 days has expired,
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1 the Settlement Administrator shall void the uncashed settlement checks and the amount of the
2 uncashed settlement payments shall be transmitted to the State of California, to be held and
3 disposed of by the Controller in accordance with California's Unclaimed Property Law for the
4 benefit of the Participating Class Members and PAGA Members who did not cash the settlement
5 checks until such time that they claim their property. The Parties agree that this disposition
6 results in no "unpaid residue," as the entire Net Settlement Amount will be paid out to
7 Participating Class Members, whether or not they timely cash their Individual Settlement
8 Payments.

9 **5. MISCELLANEOUS PROVISIONS**

10 **5.1 This Settlement is Fair, Adequate and Reasonable.** The Parties believe this
11 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this
12 Settlement in arms-length negotiations, taking into account all relevant factors, present and
13 potential.

14 **5.2 Invalidity of Any Provision.** Before declaring any provision of this Stipulation
15 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
16 consistent with applicable precedents so as to define all provisions of this Stipulation valid and
17 enforceable. Should the Court deem any clause or provision of this Stipulation be invalid, illegal,
18 or unenforceable, it shall first attempt to modify or reform it as minimally necessary to be valid,
19 lawful, and enforceable.

20 **5.3 No Admission.** Neither the acceptance nor the performance by Defendant of the
21 terms of this Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed
22 to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the
23 allegations in the Complaint, the representative character of the Action, the validity of any of the
24 claims that were or could have been asserted by Plaintiff, Settlement Class Members and/or
25 PAGA Members in the Action, or of any liability or guilt of Defendant or the Released Parties in
26 the Action. Nothing in this Stipulation shall be construed to be or deemed an admission by
27 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Settlement
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1 Class Members, or any other person, and Defendant specifically disclaims any liability,
2 culpability, negligence, or wrongdoing toward Plaintiff, the Settlement Class Members, PAGA
3 Members and any other person. Each of the Parties has entered into this Stipulation with the
4 intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and
5 contingencies.

6 **5.4 Cooperation.** The Parties agree to cooperate fully with one another to accomplish
7 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
8 execution of such other documents and the taking of such other action as may reasonably be
9 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise
10 reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that
11 may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms
12 set forth herein.

13 **5.5 Privacy of Documents and Information.** Plaintiff and Class Counsel agree that
14 none of the documents and information provided to them by Defendant in connection with the
15 Action and this Settlement shall be used for any purpose (including in any other litigation) other
16 than this Settlement of the Action.

17 **5.6 Notices.** Unless otherwise specifically provided herein, all notices, demands, or
18 other communications given hereunder shall be in writing and shall be deemed to have been duly
19 given as of the emailing and mailing by United States certified mail, return receipt requested,
20 addressed as follows:

21 **1. To the Class Counsel:**

22 James R. Hawkins
23 Christina M. Lucio
24 James Hawkins, APLC
25 9880 Research Drive, Suite 200
26 Irvine, CA 92618
27 james@jameshawkinsaplc.com
28 christina@jameshawkinsaplc.com

To Defendant:

Jennifer B. Zargarof
 Anahi Cruz
 Morgan, Lewis & Bockius LLP
 300 South Grand Avenue
 Twenty-Second Floor
 Los Angeles, CA 90071-3132
 jennifer.zargarof@morganlewis.com
 anahi.cruz@morganlewis.com

5.7 **Drafting.** The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Stipulation shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Stipulation.

5.8 **Publicity.** Neither Plaintiff nor Class Counsel will publicize this settlement by name (i.e., identifying Defendant by name) whether through a press release, posting on counsels' website, social media or any other public means. Nothing in this provision is intended to prevent Plaintiff from discussing this settlement with his spouse, attorneys, or tax advisors. Nothing in this provision is intended to prevent Plaintiff's counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings nor affects in any way the ability of Plaintiff's counsel to communicate with putative class members in this case or the court in which this action is pending.

5.9 **No Exclusion by Class Representative.** The Class Representative, by signing this Stipulation, is bound by the terms herein and further agrees not to request to be excluded from the Settlement and not to object to any terms of this Stipulation. Any such request for exclusion or objection shall therefore be void and of no force or effect. Defendant, Class Counsel, and the Class Representative waive their rights to file an appeal, writ, or any challenge whatsoever to an Order of Final Approval or Judgment or to the terms of this Stipulation, and such waiver includes the right to appeal any award or reduction in the awards of attorneys' fees, costs or the Enhancement Award. However, either Party may appeal in the event an objector's objection is upheld by the trial court.

1 **5.10 Modification.** This Stipulation may not be changed, altered, or modified, except
2 in writing signed by the Parties hereto or their counsel, and approved by the Court. Consistent
3 with the foregoing, the Parties authorize their counsel to make all non-material changes ordered
4 by the Court as a prerequisite to obtaining approval through their counsel's signatures on any
5 necessary and non-material amendment or modification to this Agreement. This Stipulation may
6 not be discharged except by performance in accordance with its terms or by a writing used by the
7 Parties hereto.

8 **5.11 Binding on Successors.** This Stipulation shall be binding upon and inure to the
9 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
10 successors, and assigns.

11 **5.12 Execution in Counterparts.** This Stipulation shall become effective upon its
12 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and
13 execution of counterparts shall have the same force and effect as if all Parties had signed the same
14 instrument.

15 **5.13 Jurisdiction.** The Court shall retain jurisdiction with respect to the
16 implementation and enforcement of the terms of the Stipulation pursuant to Cal. Code Civ. Proc.
17 § 664.6, and all Parties hereto submit to the jurisdiction of the Court for purposes of
18 implementing and enforcing the Settlement embodied in the Stipulation. Any action to enforce
19 this Stipulation shall be commenced and maintained only in the Court.

20 **5.14 Headings.** Paragraph titles or captions contained in the Stipulation are inserted as
21 a matter of convenience and for reference, and in no way define, limit, extend, or describe the
22 scope of this Stipulation, or any provision thereof.

23
24
25 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
26
27
28

1 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and
2 their duly authorized attorneys, as of the day and year herein set forth.

3 **AGREED AND UNDERSTOOD.**

4 Dated: 6/6/2025, 2025

DocuSigned by:

Louis Berreyes

8F52415B37604CA...

Louis C. Berreyes

7 SOUTHERN CALIFORNIA GAS COMPANY

8 Dated: 14, 2025

Signed by:

Erin Smith

9A687BCE18E146F...

Erin Smith

SVP, Chief Talent, Culture and Operations Support

11 **APPROVED AS TO FORM:**

12 JAMES HAWKINS, APLC

14 Dated: June 06, 2025

By: *James R. Hawkins*

Christina M. Lucio
Counsel for Plaintiff

17 MORGAN, LEWIS & BOCKIUS LLP

DocuSigned by:

Anahi Cruz

5576BA014EE2486

19 Dated: June 14, 2025

By: *Jennifer B. Zargarof*

Anahi Cruz
Attorneys for Defendant

EXHIBIT A

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

BERREYES v. SOUTHERN CALIFORNIA GAS COMPANY

Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2207291

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.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Southern California Gas Company ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Louis Berreyes ("Plaintiff") and seeks payment of unpaid wages, interest, penalties and other relief for a class of non-exempt, hourly-paid employees in customer service field positions ("Class Members") who worked for Defendant in California during the **Class Settlement Period (January 28, 2018, to the date of preliminary approval or when total workweeks equals 536,484, whichever comes first)**, and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all non-exempt, hourly-paid employees in customer service field positions who worked for Defendant in California during the PAGA Period, **July 10, 2018, to the end of the Class Settlement Period** ("PAGA Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, your Individual Settlement Payment is estimated to be \$_____ and your Individual PAGA Payment is estimated to be \$_____. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your 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 during the PAGA Period.)

The above estimates are based on Defendant's records showing that you worked _____ Eligible Workweeks during the Class Settlement Period and you worked _____ Eligible Pay Periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

(1) Do Nothing. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Participating Class

Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are a PAGA Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members 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	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.
Written Objections Must be Submitted by _____	You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing on _____	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

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 Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Settlement Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively.
Written Challenges Must be Submitted by _____	The number of Eligible Workweeks and number of Eligible Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide lawful meal periods, failing to authorize and permit lawful rest periods, failing to timely pay wages during employment, failing to timely pay wages owed upon termination, failing to reimburse necessary business expenses, failing to pay reporting time wages, failing to provide accurate itemized wage statements, and violation of the Unfair Competition Law. Based on the same claims, Plaintiff has also asserted 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 ("Class Counsel"): James R. Hawkins and Christina M. Lucio of James Hawkins APLC: 9880 Research Drive, Suite 200, Irvine, CA 92618.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendant denies that it failed to pay minimum wages or overtime, that it failed to provide lawful meal periods and rest breaks, that it failed to provide accurate itemized wage statements, or that it engaged in any of the labor law violations alleged in the Action.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end 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 lengthy written settlement agreement ("Stipulation") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Stipulation, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims.

By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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 the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests

of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$4,880,000 as the Gross Settlement Amount (Gross Settlement).

Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Enhancement Award, Class Counsel's attorney's fees and litigation expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 21 days after the Effective Date of the Settlement. 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.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$1,626,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$35,000 in litigation expenses. To date, Class Counsel have worked and incurred expenses in the Action without payment.

B. Up to \$10,000 as a Class Representative Enhancement Award to be paid to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Settlement Payment and any Individual PAGA Payment.

C. Up to \$22,950 to the Administrator for services administering the Settlement.

D. \$244,000 for PAGA Penalties, allocated 75% (\$183,000) to the LWDA PAGA Payment and 25% (\$61,000) in Individual PAGA Payments to the PAGA Members 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.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Settlement Payments to Participating Class Members based on their Eligible Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33% of each Individual Settlement Payment to taxable wages ("Wage Portion") and 67% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. **Need to Promptly Cash Payment Checks.** The front of every check issued for Individual Settlement Payments and Individual PAGA Payments 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 monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. **Requests for Exclusion from the Class Settlement (Opt-Outs).** You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED] that you wish to opt-out. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and last four digits of their social security number, with a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. **The Proposed Settlement Will be Void if the Court Denies Final Approval.** It is possible the Court will decline to grant Final Approval of the Settlement or decline 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.
8. **Administrator.** The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. **Participating Class Members' Release.** After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages or penalties based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

As of the date Defendant fully funds the Settlement (including the employer-side payroll taxes), all Participating Class Members fully and finally release the Released Parties from any and all

federal, state and local law claims, rights, demands, liabilities, penalties and causes of action, asserted or that could have been asserted arising from the same alleged facts in the complaints in this Action, including causes of action for or based on (1) failure to pay minimum wages, (2) failure to accurately pay all wages, including overtime wages, (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay wages during employment, (6) failure to timely pay wages owed upon separation from employment, (7) failure to reimburse necessary business expenses, (8) failure to pay reporting time wages, (9) failure to provide accurate itemized wage statements, (10) unfair business practices; and (11) all claims for attorneys' fees and costs based on the foregoing that arose during the Class Settlement Period.

10. **PAGA Members' PAGA Release.** After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Release is as follows:

As of the date Defendant fully funds the Settlement (including the employer-side payroll taxes), Plaintiff, as a representative of the State of California and on behalf of the LWDA and as a representative of the PAGA Members, fully and finally releases the Released Parties from the PAGA Released Claims for the PAGA Settlement Period. The PAGA Released Claims are: all claims for civil penalties under PAGA based on the factual allegations in any of the complaints filed in the Action, including claims for civil penalties based on (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay wages during employment, (6) failure to timely pay wages owed upon separation from employment, (7) failure to reimburse necessary business expenses, (8) failure to pay reporting time wages, and (9) failure to provide accurate itemized wage statements.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Settlement Payments.** The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Eligible Workweeks worked by each individual Participating Class Member.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$61,000 by the total number of Eligible Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of Eligible Pay Periods worked by each individual PAGA Member.
3. **Workweek/Pay Period Challenges.** The number of Eligible Workweeks you worked during the Class Settlement Period and the number of Eligible Pay Periods you worked during the PAGA Period, as recorded in Defendant's 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 9 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.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You may submit a written and signed letter with your name, present address, telephone number, and last four digits of your social security number, with a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as "BERREYES v. SOUTHERN CALIFORNIA GAS COMPANY, Case No. CIVSB2207291," and include your identifying information. You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must receive your request to be excluded by [REDACTED] or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Enhancement Award 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 Enhancement Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website.

A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Enhancement Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is

_____. Make sure you identify the Action as "*BERREYES v. SOUTHERN CALIFORNIA GAS COMPANY*", San Bernardino County Case No. CIVSB2207291" and include your name, current address, telephone number, and last four digits of your social security number, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department S-17 of the San Bernardino Superior Court, located at 247 W 3rd St, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website for the most current information.

9. HOW CAN I GET MORE INFORMATION?

The Stipulation sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to contact Class Counsel or the Administrator using the contact information listed below.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the San Bernardino Superior Court website.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

James R. Hawkins and Christina M. Lucio

James Hawkins APLC

9880 Research Drive, Suite 200

Irvine, CA 92618

Telephone: (949) 387-7200

Email: James@jameshawkinsaplc.com; christina@jameshawkinsaplc.com

Settlement Administrator:

ILYM Group, Inc.

[Address]

[Phone]

[Email]

[Fax]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

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.

EXHIBIT B

REQUEST FOR EXCLUSION FORM

BERREYES v. SOUTHERN CALIFORNIA GAS COMPANY
Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2207291

PLEASE READ THIS ENTIRE FORM CAREFULLY. IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT, YOU MUST COMPLETE, SIGN, AND MAIL THIS FORM BY [RESPONSE DEADLINE] TO:

ILYM Group, Inc.
[ADDRESS]
[EMAIL]
[FAX]

I wish to be excluded from the class action settlement in the lawsuit entitled Berreyes v. Southern California Gas Company, Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2207291. I understand that by requesting exclusion, I will not receive any money from the class settlement, but I will retain any rights I may have to pursue a legal remedy against Defendant on my own regarding the claims that would otherwise be released through this settlement.

I understand that I cannot exclude myself from the PAGA portion of the settlement and will still receive my individual PAGA payment (if eligible) even if I submit this request for exclusion.

Full Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Last Four Digits of Social Security Number: XXX-XX-_____

Signature: _____

Date: _____

REMINDER: TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM POSTMARKED NO LATER THAN [RESPONSE DEADLINE].

EXHIBIT C

OBJECTION FORM

BERREYES v. SOUTHERN CALIFORNIA GAS COMPANY

Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2207291

PLEASE READ THIS ENTIRE FORM CAREFULLY. IF YOU ARE A PARTICIPATING CLASS MEMBER (YOU HAVE NOT OPTED OUT) AND WISH TO OBJECT TO THE SETTLEMENT, YOU MUST COMPLETE, SIGN, AND MAIL THIS FORM BY [RESPONSE DEADLINE] TO:

ILYM Group, Inc.

[ADDRESS]

[EMAIL]

[FAX]

I wish to object to the class action settlement in the lawsuit entitled Berreyes v. Southern California Gas Company, Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2207291.

Full Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Last Four Digits of Social Security Number: XXX-XX-_____

BASIS FOR OBJECTION:

Please provide the reason(s) why you object to the Settlement. Attach additional pages if needed.

☐ Check here if you intend to appear at the Final Approval Hearing on [DATE].

Signature: _____

Date: _____

REMINDER: IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL BE BOUND BY THE SETTLEMENT AND RECEIVE YOUR SETTLEMENT PAYMENT IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OBJECTION.

EXHIBIT 2

EXHIBIT 3

Case Name: So Cal Gas

Tuesday, May 13, 2025

Requesting Attorney:

Christina Lucio
James Hawkins Law
christina@jameshawkinsaplc.com
949.387.7200

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	3,200
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$1,300.00
Project Management:	\$4,940.00
Notification & Mailing:	\$6,435.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$8,915.00
Case Conclusion:	\$1,360.00

Estimated ILYM Fees & Expenses: \$22,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: So Cal Gas

Tuesday, May 13, 2025

Requesting Attorney's Name: Christina Lucio

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Programming of Class Database	Hourly	\$175.00	4	\$700.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal **\$1,300.00**

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$850.00	1	\$850.00
Toll-Free Customer Service Representative	Flat Fee	\$950.00	1	\$950.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal **\$4,940.00**

NOTIFICATION & MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.00	3,200	\$3,200.00
USPS First Class Postage	Per Piece	\$0.70	3,200	\$2,240.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.50	480	\$720.00
Storage, Photocopies, Deliveries	Flat Fee	\$275.00	1	\$275.00

Subtotal **\$6,435.00**

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: So Cal Gas

Tuesday, May 13, 2025

Requesting Attorney's Name: Christina Lucio

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	5	\$750.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	5	\$625.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$0.90	3,200	\$2,880.00
USPS First Class Postage	Per Piece	\$0.70	3,200	\$2,240.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.00	320	\$320.00
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$8,915.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	3	\$360.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,360.00

Estimated ILYM Fees & Expenses: \$22,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.