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

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

14 FABIAN MARTINEZ, PAUL ADAMS,
15 MICHAEL RUSH, and RICHARD L.
16 YOUNG, individually on behalf of
17 themselves and on behalf of all persons
18 similarly situated,

19 Plaintiffs,

20 vs.

21 JOHNS MANVILLE, a Corporation; and
22 DOES 1 through 50, inclusive,

23 Defendants.

CASE NO.: **23CV03097**

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

Hearing Date: April 16, 2025

Hearing Time: 2:30 p.m.

[Hearing scheduled by Order dated November 25,
2024]

Judge: Hon. Alicia Ekland

Dept.: 2

Action Filed: March 15, 2023

Trial Date: Not set

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

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

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

26
27 3. Summary of the Proposed Settlement.

28 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the

1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant Johns
2 Manville (“Defendant”) reached a full and final settlement of the above-captioned action, which is
3 embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the
4 non-reversionary Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the
5 “Gross Settlement Amount”) is to be paid by Defendant Johns Manville (“Defendant”) (Agreement at
6 ¶¶ 1.21 and 3.1.) Under the Settlement, the Gross Settlement Amount will settle all issues pending in the
7 Action between the Parties and will be made in full and final settlement of the Released Class and PAGA
8 Claims in exchange for the payments to Participating Class Members from the Net Settlement Amount,
9 and includes (a) the costs of administration of the settlement, (b) all attorneys' fees and costs, (c) Class
10 Representative Service Payment, and (d) the PAGA Penalties payment allocated 75% to the LWDA and
11 25% to the Aggrieved Employees. (Agreement at ¶ 1.21.)

12 (b) The Gross Settlement Amount does not include Defendant's share of payroll taxes.
13 (Agreement at ¶ 1.21.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
14 (Agreement at ¶ 1.21.)

15 (c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
16 payroll taxes no later than thirty (30) days after the Effective Date. (Agreement at ¶ 4.3.) The distribution
17 of Individual Class Payments to Participating Class Members along with the other Court-approved
18 distributions shall be made within 14 days after the Defendant funds the settlement. (Agreement at ¶ 5.1.)

19 (d) The amount remaining in the Gross Settlement Amount after the deduction of
20 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
21 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
22 Payment, and the Administration Expenses Payment (called the “Net Settlement Amount”) shall be
23 allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.27 and 3.2.) From
24 the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be
25 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
26 Participating Class Members during the Class Period and (b) multiplying the result by each Participating
27 Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's
28

1 records, however, Class Members will have the right to challenge the number of Workweeks.

2 (e) Class Members may choose to opt-out of the Settlement by following the directions
3 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provides that Class Members shall
4 have forty-five (45) days from the date that the Class Notice is mailed to them (the "Response Deadline")
5 to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.41, 8.5, 8.7.) All
6 Class Members who do not "opt out" will be deemed Participating Class Members who will be bound
7 by the Settlement and will be entitled to receive an Individual Class Payment. (Agreement at ¶ 8.5(c).)
8 All Aggrieved Employees, including those who submit an opt-out request, will still be paid their
9 allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims
10 regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice
11 advises the Class Members of their right to object to the Settlement and/or dispute their Workweeks.
12 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

13 (f) A Participating Class Member must cash his or her Individual Class Payment check within
14 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
15 be voided and any funds represented by such checks sent to the California Controller's Unclaimed
16 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
17 requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

18 (g) Apex Class Action Administration was appointed by the Court as the Administrator for the
19 Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for
20 settlement administration in an amount not to exceed \$13,000. (Agreement at ¶ 3.2(c).) As set forth in
21 the Nava Decl. at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date,
22 as well as anticipated fees and costs for completion of the settlement administration, are \$11,500.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded
24 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
25 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
26 Counsel Litigation Expenses Payment in an amount not to exceed \$40,000. (Agreement at ¶ 3.2(b).)
27 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 to Plaintiff
28 Martinez and not more than \$5,000 each to Plaintiffs Young, Adam, and Rush as the Class Representative

1 Service Payments. (Agreement at ¶ 3.2(a).) In support of these requests for attorneys' fees,
2 reimbursement of expenses and service award, Class Counsel is providing evidentiary support, including
3 lodestar.

4 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
5 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
6 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$20,000, to be allocated 75% (\$15,000) to the LWDA
7 PAGA Payment and 25% (\$5,000) to the Individual PAGA Payments. (Agreement at ¶ 3.2(d).) The
8 Individual PAGA Payments will be calculated by (a) dividing the amount of the Aggrieved Employees'
9 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all
10 Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
11 Employee's PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of
12 service, the LWDA has been served with this motion and the Agreement.

13 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
14 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
15 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
16 at \$750,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
17 liability and class certification in this case were far from certain in light of the defenses asserted by
18 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
19 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
20 reasonable and adequate, and should be finally approved.

21
22 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
23 dated March 15, 2023 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
24 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On December
25 23, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which
26 provided each class member with the terms of the Settlement, including notice of the claims at issue and
27 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
28 being sought, how individual settlement awards would be calculated, and the specific, estimated payment

1 amount to that individual. See Declaration of Madely Nava (“Nava Decl.”) ¶ 7, Exh. A. In disseminating
2 the notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary
3 Approval Order. Significantly, there have been no objections and no requests to opt-out. Nava Decl. ¶¶
4 11-12. As such, the entire Class (100%) will participate in the Settlement and will be sent a settlement
5 check. *See* Nava Decl. at ¶¶ 13-15.

6
7 5. Description of Plaintiffs’ claims - The Action generally alleges that Plaintiffs and other
8 Class Members were not properly paid all wages for hours worked, including overtime, and at the correct
9 rate of pay, were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu
10 thereof, were not timely paid earned wages, were not provided reimbursement for required expenses, were
11 not provided accurate itemized wage statements, were not pay all sick wages and the correct rate of pay,
12 and were not paid all wages at the time of termination. The Action seeks unpaid wages, penalties,
13 attorney fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiffs
14 and the other Class Members by virtue of the foregoing claims.

15
16 6. Procedural History of the Litigation

17 (a) On February 10, 2023, Plaintiff Martinez filed with the LWDA and served on Defendant a
18 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
19 penalties on behalf of Aggrieved Employees for various Labor Code violations.

20 (b) On March 15, 2023, plaintiff Fabian Martinez filed a class action Complaint against
21 Defendant in the Superior Court of the State of California, County of San Diego. This class action
22 Complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus &
23 Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code
24 §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§
25 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7
26 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512;
27 (6) failure to reimburse employees for required expenses in violation of California Labor Code § 2802;(7)
28 failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (8)

1 failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and, (9)
2 failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, and 246. On July
3 25, 2023, Plaintiff Martinez filed a separate Representative Action Complaint against Defendant (the
4 “PAGA Action”) in which Plaintiff Martinez asserted a single cause of action for violation of the Private
5 Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

6 (c) As part of this Agreement, the Parties stipulate to the filing of a First Amended Complaint in
7 the Class Action that adds the claims alleged in the PAGA Action and that adds plaintiffs Paul Adams,
8 Michael Rush and Richard L. Young. After the Amended Class Action Complaint is on file, the Parties
9 agreed to stipulate to dismiss the PAGA Action in its entirety without prejudice. The First Amended
10 Complaint is the operative complaint in the Class Action (the "Operative Complaint"), and was filed on
11 August 28, 2024.

12 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
13 informal discovery and the production of documents, class data, and other information, allowing for the
14 full and complete analysis of liabilities and defenses to the claims in the Action. The information for
15 mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch
16 data for the Class covering 546 employees, 215,991 shifts and 56,648 workweeks; (3) Defendant’s wage
17 and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of wage statements
18 provided by Defendant. As such, Class Counsel received the data and information for the Class, which
19 was sufficient for Plaintiffs’ expert to prepare the valuations of the claims for the Class.

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

26 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
27 to mediation, the Parties engaged in the above investigation and the exchange of documents and
28 information in connection with the Action. On May 17, 2024, the Parties participated in an all-day

1 mediation presided over by David Rotman, a respected and experienced mediator of wage and hour class
2 actions. Following the mediation, the Parties agreed to settle the Action based upon a mediator's proposal
3 which was memorialized in the form of a Memorandum of Understanding. The Parties then negotiated
4 the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's
5 length and contentious.

6 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
7 kind associated with the claims alleged in the Action and further denies that, for any purpose other than
8 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
9 among other things, that it has complied at all times with the California Labor Code, applicable Wage
10 Order, and all other laws and regulations. Further, Defendant contends that class certification is
11 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated
12 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
13 certification on the basis that the claims meet the requisites for class certification. Without admitting that
14 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
15 purposes only. (Agreement at ¶ 2.8.) The Parties agree that certification for settlement purposes is not
16 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
17 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
18 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
19 with respect to the Class are satisfied.

20 (h) Class Counsel has conducted an investigation into the facts of the class action. Both formal
21 and informal discovery was obtained, which included the production of relevant documents and data.
22 Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the
23 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed
24 sufficient information to make an informed judgment regarding the likelihood of success on the merits
25 and the results that could be obtained through further litigation. In addition, Class Counsel previously
26 negotiated settlements with other employers in actions involving nearly identical issues and analogous
27 defenses. Based on the foregoing data and their own independent investigation, evaluation and
28 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the

1 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
2 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
3 potential appellate issues.

4

5 7. History of Settlement Discussions

6 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
7 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
8 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Nonetheless,
9 Defendant has concluded that further conduct of the Actions would be protracted and expensive, and that
10 it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions
11 set forth in the Agreement. Plaintiffs and Class Counsel have determined that it is desirable and
12 beneficial to the Class to resolve the Released Class Claims of the Class in accordance with this
13 Settlement. The release applicable to the Class is appropriately tethered to factual allegations in the
14 Action.

15 (b) The Parties attended an arms-length mediation session with David Rotman, a respected and
16 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
17 for the mediation, Defendant provided Class Counsel with payroll, time and employment data for the
18 Class, along with other information regarding the Class Members, various internal documents, and other
19 compensation and employment-related materials. Class Counsel analyzed the data with the assistance
20 of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator. The
21 final settlement terms were negotiated and set forth in the Agreement.

22 (c) From July 2024 to October 2024, the initial settlement agreement and exhibits thereto were
23 finalized and executed. On November 25, 2024, the Court issued its Order granting preliminary approval
24 of the settlement as fair, adequate, and reasonable to the Class.

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

27

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

1 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
2 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all
3 applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all
4 work time was properly recorded. Defendant maintained there was no miscalculation of the regular rate
5 when paying wages to the Plaintiffs and the Class. Defendant contends that its meal and rest period
6 policies fully complied with California law and that Defendant did not fail to provide the opportunity for
7 legally required meal and rest breaks. Defendant could argue that its payment of significant meal period
8 premiums is evidence of its lawful practices. Defendant contends that there was no failure to pay for
9 business expenses and any cell phone usage was merely convenient and voluntary such that
10 reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court decision
11 in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value,
12 and class certifiability as to the meal and rest period claims. Defendant also argues that based on its
13 facially lawful practices, Defendant acted in good faith and without willfulness, which if accepted would
14 negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v.*
15 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith
16 believed it was providing a complete and accurate wage statement in compliance with the requirements
17 of section 226, then it has not knowingly and intentionally failed to comply with the wage statement
18 law.") If successful, Defendant's defenses could eliminate or substantially reduce any recovery to the
19 Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains these
20 defenses have merit and therefore present a serious risk to recovery by the Class.

21 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
22 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
23 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
24 propriety of class certification, arguing that individual issues precluded class certification. Further, as
25 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
26 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
27 been certified. While other cases have approved class certification in wage and hour claims, class
28 certification in this action was hotly disputed and the maintenance of a certified class through trial was

1 by no means a foregone conclusion.

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

17 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
18 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary
19 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
20 favorably to the value of the claims. Based upon 661 Participating Class Members who collectively
21 worked an estimated 78,949 workweeks, the Gross Settlement Amount provides an average value of
22 \$1,134 per Class Member and \$9.49 per workweek and after deductions the Net Settlement Amount
23 provides an average recovery of \$610.43 per Class Member and a recovery of \$5.11 per workweek. The
24 calculations to compensate for the amount due for the Class at the time of the mediation were calculated
25 by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action,
26 Plaintiff used the expert to analyze the data and determine the potential unpaid wages for the employees.
27 The maximum potential damages were calculated to be \$2,818,571 for the alleged unpaid wages for off-
28 the-clock work at one hour per week, \$30,234 for the alleged unpaid overtime wages, \$27,228 for the

1 alleged unpaid overtime wages due to the miscalculation of the regular rate, \$22,127 for the alleged
2 unpaid meal premiums and sick pay due to the alleged miscalculation of the result rate, \$1,355,029 for
3 alleged meal period damages based upon a 36.4% potential violation rate for all shifts worked observed
4 in the time records and after deduction for meal premiums paid by Defendant, \$1,757,480 for alleged rest
5 period damages based upon the same 36.4% potential violation rate for shifts worked and after deduction
6 for rest premiums paid by Defendant, and \$77,690 for alleged unreimbursed cell-phone expenses at \$5
7 per month. As a result, the total damage valuation was calculated that Defendant was subject to a
8 maximum damage claim in the amount of \$6,088,359. As to potential penalties, Plaintiffs calculated that
9 potential waiting time penalties were a maximum of between \$1,021,849 and \$1,970,709, depending on
10 the predicate violation giving rise to the penalty, and potential maximum wage statement penalties were
11 \$1,816,000.¹ Defendant vigorously disputed Plaintiffs' calculations and exposure theories and contends
12 it complied with all applicable laws. Consequently, the Gross Settlement Amount of \$750,000 represents
13 more than 12% of the maximum value of the alleged damages at issue in this case at the time this
14 Settlement was negotiated.² Importantly, the recent decision that good faith belief of compliance by the
15 employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
16 negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class.
17 The above maximum calculations should then be realistically risk adjusted in consideration for both the
18 risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount
19 of the settlement as compared to the potential value of claims in this case and the defenses asserted by

22 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
24 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
25 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
26 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
(2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
as to whether and when the wages were due.").

27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim was addressed at preliminary approval in the Declaration of Nordrehaug at ¶33.

1 Defendant, this settlement is fair and reasonable.³ Clearly, the goal of this litigation has been met.

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
3 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
4 defenses both to liability and to class certification. The maximum and average class member allocations
5 (in addition to their Individual PAGA Payment) are \$1,133.88 and \$610.44, respectively. *See* Nava Decl.
6 ¶ 15. Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal,
7 the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

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

15 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should
16 Be Enforced

17 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
18 fund settlement to be paid by Defendant to the Class in the amount of Seven Hundred Fifty Thousand
19 Dollars (\$750,000) (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an
20 award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel
21 Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval
22

23
24 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

2 (b) In the class action context, that means “attempting to award the fee that informed private
3 bargaining, if it were truly possible, might have reached.” Here, informed arms-length bargaining between
4 experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third of the
5 Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
6 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an
7 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market
8 value of the award requested.

9 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
10 approved. The requested fee award was bargained for during arms’ length adversarial bargaining by
11 counsel for each of the parties as part of the Settlement.

12
13 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
14 Created for the Benefit of the Class

15 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third
16 of the Gross Settlement Amount of \$750,000 which equals \$250,000 for attorneys’ fees. As part of the
17 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
18 incurred as per Class Counsel's billing statement in an amount not to exceed \$40,000. Finally, Defendant
19 also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amounts of
20 \$10,000 to Plaintiff Martinez and \$5,000 each to Plaintiffs Young, Adam, and Rush, in accordance with
21 the Agreement.

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

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

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

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

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

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

7 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
8 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
9 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
10 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
11 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
12 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
13 Counsel advanced more than \$37,000 in costs which could not have been recovered if this case had been
14 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
15 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
16 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
17 Plaintiffs also support the requested awards.

18 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
19 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
20 one-third equal to \$250,000 is also established by reference to Class Counsel's lodestar in this matter.
21 **The contemporaneous billing records for Class Counsel evidence that through March 20, 2025,**
22 **Class Counsel's total lodestar is \$224,777.50, with significant additional fees still to be incurred to**
23 **complete final approval and the settlement process.** The requested fee award is therefore currently
24 equivalent to Class Counsel's total lodestar with a reasonable multiplier of less than 1.2, and there will
25 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
26 settlement distribution and reports. Such a multiplier is below the range of multipliers approved in other
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1 cases such as *Laffitte* and *Vizcaino*.⁴ As evidenced by the billing, Class Counsel's work was efficiently
2 performed and highly successful, and Class Counsel should not be punished for efficient and successful
3 litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is
4 justified under California law.

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

12 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
13 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
14 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
15 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
16 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
17 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
18 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
19 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
20 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
21 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
22

23 ⁴ See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016)(approving 1/3 fee award with multiplier
24 of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier
25 approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75
27 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from
28 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009)
(affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66
(2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex
Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

1 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
2 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
3 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
4 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
5 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
6 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
7 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
8 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
9 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
10 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
11 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
12 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
13 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
14 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
15 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
16 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
17 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
18 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
19 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
20 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
21 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
22 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
23 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
24 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
25 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
26 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
27 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
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1 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
2 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
3 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
4 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
5 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
6 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
7 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
8 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
9 a wage and hour class settlement.

10 12. **The contemporaneous billing records for Class Counsel evidence that through March**
11 **20, 2025, Class Counsel's total lodestar is \$224,777.50, with significant additional fees still to be**
12 **incurred to complete final approval and the settlement process.** From January 23, 2023 to March 20,
13 2025, my firm worked on this matter for over 312 hours, with hourly rates for attorneys ranging from
14 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$224,777.50. The
15 requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable
16 multiplier of less than 1.2, and there will be additional lodestar incurred by Class Counsel to complete
17 the settlement process and manage the settlement distribution and reports. A detailed breakdown of the
18 total fees and the services performed by the firm on this case is attached hereto as Exhibit #3. In addition,
19 Class Counsel will be performing significant additional work that is not included in this lodestar amount,
20 including finalizing the final approval motion, attending the hearing on final approval, and monitoring
21 completion of the settlement process. I expect this additional work will result in \$20,000 in additional
22 lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in
23 the local legal community for similar work and, if this were a commercial matter, these are the charges
24 that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix
25 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the
26 current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's
27 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
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1 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear
2 reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of
3 California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
4 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
5 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
6 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average
7 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates
8 when compared within 21 other firms practicing in the Southern District of California.) This survey is
9 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
10 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
11 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
12 who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for
13 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
14 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
15 charged by Class Counsel for comparable work are less than these examples, and are therefore
16 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
17 the currently lodestar incurred with a reasonable multiplier which will be even less by the completion of
18 the settlement. This is comparable to the multipliers approved in other cases. The requested award is
19 therefore reasonable viewed by the Lodestar/Multiplier cross-check.

20 21 Litigation Expenses

22 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “Class
23 Counsel Litigation Expenses Payment of not more than \$40,000.” Class Counsel requests reimbursement
24 for incurred litigation expenses and costs in the amount of \$37,688.85. Class Counsel have incurred
25 \$37,688.85 based upon counsel’s billing records. These litigation expenses include the expenses incurred
26 for filing fees, mediation expenses, expert expenses (Berger Consulting and DM&A), attorney service
27 charges (Knox, OneLegal), court appearance expenses, and legal research charges (LexisNexis), all of
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1 which are costs normally billed to and paid by the client.⁵ The details of the litigation expenses incurred
2 are set forth in Exhibit #3. These costs were reasonably incurred in the prosecution of the Action.

3
4 Service Award

5 14. Plaintiffs respectfully submit that for their service as class representatives, Plaintiffs
6 should be awarded the agreed service awards of \$10,000 to Plaintiff Martinez and \$5,000 each to
7 Plaintiffs Young, Adam, and Rush, in accordance with the Agreement for their time, risk and effort
8 expended on behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has
9 agreed to this payment and there have been no objections to the requested service award. The Blumenthal
10 Decl., at ¶ 14, provides a long list of equivalent service awards approved in California in similar cases,
11 which further supports the request in this case. The Plaintiffs' declarations in support of this request are
12 attached hereto as Exhibits #5, 6, 7, and 8. As representatives of the Class, Plaintiffs performed their
13 duties to the Class admirably and without exception. Plaintiffs worked extensively with Class Counsel
14 during the course of the litigation, responding to numerous requests, searching for documents, working
15 with counsel, and reviewing the settlement documentation. As set forth in the Agreement, Plaintiffs are
16 also providing a comprehensive release as part of the Settlement, far beyond the class release. Plaintiffs'
17 Declarations detail the involvement, stress and risks they each undertook as a result of this Action.
18 Plaintiffs also assumed the serious risk that they might possibly be liable for costs and fees to Defendant,
19 as well as the reputational risk of being "blacklisted" by other future employers for having filed a class
20 action on behalf of employees. Plaintiffs' Declarations detail the involvement, stress and risks they each
21 undertook as a result of this Action. Plaintiffs also assumed the serious risk that they might possibly be
22 liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other
23 future employers for having filed a class action on behalf of employees. The payment of a service award
24 to a successful class representative is appropriate and the amounts of \$10,000 and \$5,000 are well within

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26 ⁵ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 the currently awarded range for similar settlements. The requested awards are also reasonable by
2 reference to the amounts that other California courts have found to be reasonable in wage and hour class
3 action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D.
4 Cal. 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
5 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
6 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
7 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
8 *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
9 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
10 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
11 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
12 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
13 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
14 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding
15 \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D.
16 Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
17 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service
18 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
19 Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
20 No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three
21 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
22 County Superior Court (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
23 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000
24 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
25 Superior Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
26 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service
27 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
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1 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
2 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
3 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
4 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
5 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
6 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
7 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
8 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
9 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
10 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
11 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
12 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
13 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
14 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
15 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
16 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
17 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
18 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
19 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
20 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
21 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
22 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
23 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
24 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
25 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
26 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
27 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
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1 (awarding \$10,000 service award).

2 15. The requested service award is also reasonable in light of the reputational risk that
3 Plaintiffs assumed in bringing this action against their employer. Plaintiffs put their future employment
4 prospects at risk by becoming class representatives as the fact that they filed a lawsuit "is searchable on
5 the internet and may become known to prospective employers when evaluating" them for employment.
6 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
7 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
8 other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows
9 employers to run extensive background searches on potential employees. Companies who provide these
10 services specifically highlight the fact that their services allows employers to weed out litigious
11 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
12 prospective employee is likely to sue" the employer, through background checks and other means, to
13 screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has become
14 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
15 employers simply cannot afford to hire employees who will put their company at risk."⁷ PreciseHire also
16 offers employment screening and similarly warns: "with today's business climate being extremely
17 competitive and highly litigious, conducting pre employment background checks has become a
18 necessity."⁸

19 16. As a result, Class Counsel respectfully requests approval of the application for award of
20 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
21 expenses in the amount of \$37,688.85, and approval of the requested service awards to the Plaintiffs.

22 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
23 The Class Counsel Fees Payment awarded shall be allocated 100% to Blumenthal Nordrehaug Bhowmik
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25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁸ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

1 De Blouw LLP.

2 I declare under penalty of perjury under the laws of the State of California that the foregoing is
3 true and correct. Executed this 20th day of March, 2025, at San Diego, California.

4 /s/ Norman Blumenthal
5 NORMAN B. BLUMENTHAL
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EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Fabian Martinez, Paul Adams, Michael Rush, and Richard L. Young (“Plaintiffs”) and defendant Johns Manville (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Actions” means the lawsuit alleging wage and hour violations against Defendant captioned *Martinez v. Johns Manville*, Case No. 23CV03097, initiated on March 15, 2023 and, following remand, now again pending in Superior Court of the State of California, County of Glenn (the “Class Action”) and the lawsuit alleging wage and hour violations against Defendant captioned *Martinez v. Johns Manville*, Case No. 23NWCV02364, initiated on July 25, 2023 and pending in the Superior Court of the State of California, County of Los Angeles (the “PAGA Action”).
- 1.2. “Administrator” means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period.
- 1.5. “Class” or “Settlement Class” means all individuals who were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” means Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” means the amount to be paid to Class Counsel for fees, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and “Class Counsel Litigation Expenses Payment” means the amount to be paid to Class Counsel for all related litigation expenses billed in connection with the Action, as approved by the Court.

- 1.8. “Class Data” means the data consisting of each Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses, including specifically use of the National Change of Address Database .
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation other than formatting changes to facilitate printing by the Administrator, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period of time from August 20, 2020 to (i) Preliminary Approval of the Settlement, or (ii) 90 days from the final execution of this Agreement, whichever is earlier.
- 1.13. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Class Action, who shall be Fabian Martinez, Paul Adams, Michael Rush, and Richard L. Young and who shall be seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.15. “Court” means the Superior Court of California, County of Glenn.
- 1.16. “Defendant” means Johns Manville, a Delaware corporation.
- 1.17. “Defense Counsel” means Munger, Tolles & Olson LLP.
- 1.18. “Effective Date” means the date by when all three of the following have occurred: (a) the court in the PAGA Action has dismissed the Action without Prejudice, (b) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (c) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the deadline for filing a notice of appeal from the Judgment has passed with no appeal filed; or (b) if a timely appeal from the Judgment is filed, the

day after the appellate court affirms the Judgment and issues a remittitur.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.21. “Gross Settlement Amount” means Seven Hundred and Fifty Thousand United States Dollars (\$750,000) which is the total maximum gross amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes the employer’s share of payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.22. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency.
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.28. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant as a non-exempt employee in California for at least one day during the PAGA Period.
- 1.30. “PAGA Period” means the period of time from February 10, 2022, to (i) Preliminary Approval of the Settlement, or (ii) 90 days from the final execution of this Agreement, whichever is earlier.
- 1.31. “PAGA” means the California Labor Code Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.32. “PAGA Notice” means Plaintiff Martinez’s February 10, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.35. “Plaintiffs” means Fabian Martinez, Paul Adams, Michael Rush and Richard L. Young, the named plaintiffs in the Actions.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.37. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, known or unknown, for any type of relief against Defendant, including all claims for (i) meal and rest break violations or premium payments in lieu thereof; (ii) failure to pay wages of any kind, including but not limited to regular or premium wages and/or failure to apply the proper regular rate; (iii) failure to pay wages timely during employment and upon termination; (iv) failure to pay sick time; (v) failure to reimburse employees for required expenses; (vi) failure to furnish accurate wage statements; (vii) unfair business practices relating to or arising out of any of the foregoing; and (viii) to the extent not covered above, any and all claims reasonably based on the facts alleged in the Operative Complaint, which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class

Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

1.38. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts alleged in the Operative Complaint and/or the PAGA Notice which occurred during the PAGA Period. The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

1.39. "Released Parties" means: Defendant and each of the following, each a "Releasee" and collectively, the "Releasees": parents and affiliates, subsidiaries, predecessors, successors, divisions, joint ventures, attorneys and assigns, and each of their former and present owners, directors, officers, employees, managers, partners, members, principals, agents, insurers, co-insurers, re-insurers, investors, shareholders, employee benefit plans, employee benefit plan trustees, fiduciaries, and administrators, and personal or legal representatives.

1.40. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.41. "Response Deadline" means the date forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit an Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.42. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.43. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

2.1. On March 15, 2023, plaintiff Fabian Martinez filed a complaint against Defendant in the Superior Court of the State of California, County of Glenn ("Class Action"). Plaintiff Martinez's complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;

- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
- (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Failure to pay sick wages in violation of California Labor Code §§ 201-204, 233, 246.

2.2. On July 25, 2023, plaintiff Fabian Martinez filed a complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (“PAGA Action”). Plaintiff Martinez asserted a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.3. As part of this Agreement, on August 14, 2024, the Parties filed a stipulation seeking leave for Plaintiff to file a First Amended Complaint in the Class Action that adds the claims alleged in the PAGA Action and that adds plaintiffs Paul Adams, Michael Rush and Richard L. Young. After the Amended Class Action Complaint is on file, the Parties agreed to stipulate to dismiss the PAGA Action in its entirety without prejudice. No Payment will be made until an order dismissing the PAGA Action has been entered.

2.4. The First Amended Complaint in the Class Action is the operative complaint in the Actions (the “Operative Complaint”).

2.5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.6. On May 17, 2024, the Parties participated in an all-day mediation presided over by David A. Rotman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.7. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996)

48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.8. This Agreement represents a compromise and settlement of highly disputed claims. In particular, Defendant and Releasees deny all of the claims and contentions alleged by Plaintiff. Nonetheless, Defendant and Releasees have concluded that further conduct of the Actions would be protracted and expensive, and that it is desirable that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement. Defendant and Releasees have also taken into account the uncertainty and risks inherent in any litigation, and particularly class and/or representative litigation. Defendant and Releasees have therefore determined that it is desirable and beneficial that the Actions be settled now in the manner and upon the terms and conditions set forth in this Agreement. Nothing in this Agreement is intended or will be construed as an admission by Defendant or Releasees that the claims in the Actions of Plaintiffs or the Class have merit or that Defendant or Releasees bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest whether the action can properly proceed on a call or representative basis, and Defendant and Releasees will not be deemed to have waived or limited any defense to class, collective, or representative action treatment. Defendant and Releasees also reserve all available defenses to the claims in the Action. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Lawsuits, is intended by the Parties to, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding as, evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Neither this Agreement nor any resulting court order(s) approving the Settlement shall have any collateral estoppel or other preclusive effect against Defendant or Releasees, and it shall not in any way establish any liability against Defendant or Releasees. Plaintiffs and their counsel agree that there shall be no such effect and that they shall not contend otherwise. Notwithstanding the foregoing, (i) this Agreement may be used in any proceeding in the court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any court orders or judgments entered in connection therewith, and (ii) Defendants or Releasees may introduce the Settlement as a defense in the event of other or further litigation that seeks to assert any of the claims released by this Agreement.

2.9. This Agreement is made for the sole purpose of attempting to consummate the Settlement. The Parties enter into this Agreement on the conditional basis that the Court enters the Judgment contemplated by this Agreement. In the event that the Judgment does not become Final for any reason, this Agreement shall be deemed null and void ab initio, it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms, and entry of the Agreement shall remain subject to the provisions of California Evidence Code sections 1119 and 1152, except that

the documents filed in support of the motion for preliminary approval and/or final approval shall remain part of the public record. Further, in the event that the Judgment does not become Final for any reason, Defendant reserves its right to once again remove the Class Action to Federal Court. Plaintiffs and Plaintiff's counsel agree not to oppose remotely or to contest federal jurisdiction on that grounds that removal was untimely.

- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action other than the Actions asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Subject to the terms of this Agreement, and except as otherwise provided by Paragraph 9 below, Defendant agrees to pay the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement, and specifically, prior to the occurrence of the Effective Date. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

- (a) To Plaintiffs: Class Representative Service Payments (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member) to the Class Representatives of not more than \$10,000 to Plaintiff Martinez and not more than \$5,000 each to Plaintiffs Young, Adam, and Rush. Defendant will not oppose Plaintiffs' request for a Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Class Representative Service Payments using IRS Form 1099 as required by law. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$250,000, and a Class Counsel Litigation Expenses Payment of not more than \$40,000. Defendant will

not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms as required by law. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$13,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$13,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form as required by law. 80% of each Participating

Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms as required by law. Each Participating Class Member agrees to hold harmless the Released Parties, Class Counsel, and Defendant's Counsel for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Member's failure to pay taxes on any amounts paid pursuant to this Settlement.

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

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 632 Class Members who collectively worked a total of 75,000 Workweeks, and 457 Aggrieved Employees who worked a total of 41,253 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet or other reasonably accessible form. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. By preliminarily approving the Settlement, the Court will have authorized Defendant to provide the Class Data, including Social Security Numbers, to the Administrator.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating

Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement for additional benefits or additional payments.

6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will, per the terms of the Settlement and operation of the Judgment, release claims against all Released Parties as follows:

6.1. Plaintiffs' Individual Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences between them that occurred or arose anytime from the beginning of time to the date Plaintiff executes this Agreement ("Plaintiffs' Released Claims"). This release of Plaintiffs' Individual Released Claims releases the Released Parties from any claim that Plaintiffs could maintain in any action against any Released Party. This release is broader than the release applicable to Settlement Class Members, and covers all claims of any nature that can legally be released, and includes, but is not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. For avoidance of doubt, Plaintiffs are subject to the Class and PAGA Releases for the duration of the Class Period and PAGA Period respectively. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

- (a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. As partial consideration for the Class Representative Service Payments, Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. For purposes of Plaintiffs' Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the State of California, the Released Parties from the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

7.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for

the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or the Class Member’s representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the

Class Member's name, and address. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement,

and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The website established and maintained by the administrator shall be removed from the internet within 14 days of the Effective Date. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for

Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (d) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (e) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. If the actual number of Workweeks during the Class Period exceeds the estimate stated herein in paragraph 4.1 by more than 10%, then Defendant will have the option of increasing the Gross Settlement Amount proportionally or limiting the end of the Class Period to maintain the workweek total so that it does not exceed 110% of the estimate stated herein in paragraph 4.1.

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

7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

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

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

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

13. ADDITIONAL PROVISIONS

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

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and

Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.4. No Additional Clients. Class counsel further represents that it does not currently represent, or currently have plans to represent any clients with a claim against Defendant or any Released Party.

13.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.8. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.9. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 13.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug

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

To Defendant:

Malcolm A. Heinicke
Munger, Tolles & Olson LLP
560 Mission Street, Twenty-Seventh Floor
San Francisco, CA 94105
Tel.: (415) 512-4000
Fax: (415) 512-4077
E-Mail: Malcolm.heinicke@mto.com

Katherine M. Forster
Erica C. Toooh
Munger, Tolles & Olson LLP
250 South Grand Ave, Fiftieth Floor
Los Angeles, CA 90071
Tel.: (213) 683-9100
Fax: (213) 687-3702
E-Mail: Katherine.forster@mto.com
Erica.tooch@mto.com

- 13.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on May 17, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.
- 13.21. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 10/02/2024 
Fabian Martinez (Oct 2, 2024 10:51 PDT)
Plaintiff Fabian Martinez

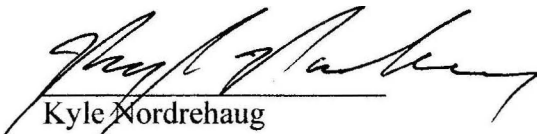
Dated: 10/01/2024 
Paul Adams (Oct 1, 2024 10:27 PDT)
Plaintiff Paul Adams

Dated: 10/04/2024 
Michael Rush (Oct 4, 2024 08:29 PDT)
Plaintiff Michael Rush

Dated: 10/02/2024 
Richard L Young (Oct 2, 2024 06:21 PDT)
Plaintiff Richard L. Young

Dated: _____

[name]
For Defendant Johns Manville

Dated: 10/10/24 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Malcolm A. Heinicke
Munger, Tolles & Olson LLP
Attorney for Defendant

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Fabian Martinez

Dated: _____
Plaintiff Paul Adams

Dated: _____
Plaintiff Michael Rush

Dated: _____
Plaintiff Richard L. Young

Dated: 10-2-2024

Katherine C. Albery [name]
For Defendant Johns Manville

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

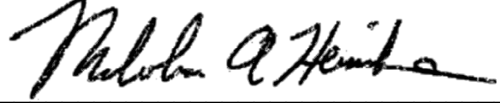
Dated: 10-2-2024

Malcolm A. Heinicke
Munger, Tolles & Olson LLP
Attorney for Defendant

EXHIBIT A

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

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

***Martinez v. Johns Manville, Superior Court of the State of California,
County of Glenn, Case No. 23CV03097***

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

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY. Plaintiffs Fabian Martinez, Paul Adams, Michael Rush, and Richard L. Young ("Plaintiffs") have filed a proposed class and representative action lawsuit ("Action") against Defendant Johns Manville, a corporation ("Johns Manville" or "Defendant") for asserting wage and hour claims. The Action seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period (August 20, 2020, to _____) (the "Class Members"), and (2) penalties under the California Private Attorney General Act ("PAGA") on behalf of all individuals who were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period (February 10, 2022, to _____) (the "Aggrieved Employees"). **According to the company's records, you, the recipient of this Notice are eligible to receive money under this settlement as set forth below, and if you take no action, you will receive such payment per the terms below. In other words, your various options are set forth below, but you need not take any action to be subject to this settlement and receive payment,**

Johns Manville has denied the violations and any associated liability in this matter. It contends that it has always paid, and continues to pay, its California employees fairly and properly. Nevertheless, the company has chosen to enter this settlement to avoid the expense and disruption associated with litigation and instead make the payments set forth in this Notice. The court has not made any finding that the claims asserted have merit or that Johns Manville did anything improper. This settlement was reached voluntarily by Plaintiffs and Johns Manville.

The proposed Settlement has two main parts: (1) a Class Settlement under which Defendant has agreed to fund Individual Class Payments to Class Members ("Individual Class Payments"), and (2) a PAGA Settlement under which Defendant has agreed to fund recovery for civil penalties under PAGA, including awards to individual Aggrieved Employees ("Individual PAGA Payments") as well as the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your gross Individual Class Payment is estimated to be <<\$_____>> (less withholdings), 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 \$0.00 is stated, then according to Defendant's records you are not eligible for that payment because you did not work during the covered period commencing February 10, 2022.)

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

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 do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make the agreed payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below. You will have the right to object to any part of the proposed Settlement if you do not exclude yourself from the Class Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion to the Administrator or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however, you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you will still receive 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 Class 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	If you don't want to participate in the Class Settlement portion of the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once

Settlement The Opt-out Deadline is ____.	excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline ____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the Class Settlement portion 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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the ____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on ____ at ____ [a.m./p.m.], at the Glenn County Superior Court, located at 526 West Sycamore St., Willows, California 95988, in Department 2 before Judge Alicia Ekland. This hearing may change as explained below in Section 9. You don’t have to attend to receive payment or opt out, 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 through Courtcall, or by using the Court’s Zoom appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice

1. What is the action about?

Plaintiffs are former employees of Defendant. The Action alleges that Defendant violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failing to pay sick pay, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys

General Act (“PAGA”).

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

On August 28, 2024, the Plaintiffs filed First Amended Complaint in the Class Action that added the claims alleged in the PAGA Action and that added plaintiffs Paul Adams, Michael Rush and Richard L. Young. The First Amended Complaint in the Class Action is the “Operative Complaint”.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Plaintiffs’ claims have any validity: there has been no court finding that Defendant did anything wrong. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs 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 merits of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant presented grounded defenses to the claim but has nevertheless 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. 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 terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay \$750,000 as the Gross Settlement Amount. (the “Gross Settlement Amount”). The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant will fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than thirty (30) business days after the Effective Date. The “Effective Date” means the date the Judgment is no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members. While the timing of this is subject to change, the parties generally expect the payments to be mailed in the [correct season] of 2025.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of

Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$13,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$250,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$40,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 to Plaintiff Martinez and not more than \$5,000 each to Plaintiffs Young, Adam, and Rush as their service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. Plaintiffs will also execute general releases broader than the releases applicable to class member such as you.
- PAGA Penalties. A payment of \$20,000 relating to Plaintiffs’ claim under PAGA, \$15,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$5,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments based on their PAGA pay periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments 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 Class Payments to the Participating Class Members based on their Class Period workweeks.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member’s Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees

(collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members.

Although Plaintiffs 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.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs 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.

Need to Promptly Cash Payment Check. The front of every check issued will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to the California Controller's Unclaimed Property Fund in your name.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (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.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, known or unknown, for any type of relief against Defendant, including all claims for (i) meal and rest break violations or premium payments in lieu thereof; (ii) failure to pay wages of any kind, including but not limited to regular or premium wages and/or failure to apply the proper regular rate; (iii) failure to pay wages timely during employment and upon termination; (iv) failure to pay sick time; (v) failure to reimburse employees for required expenses; (vi) failure to furnish accurate wage statements; (vii) unfair business practices relating to or arising out of any of the foregoing; and (viii) to the extent not covered above, any and all claims reasonably based on the facts alleged in the Operative Complaint, which occurred during the Class Period. Except as expressly set forth in the

Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the State of California, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts alleged in the Operative Complaint and/or the PAGA Notice which occurred during the PAGA Period. The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

The Released Parties are: Defendant and each of the following, each a "Releasee" and collectively, the "Releasees": Defendant's parents and affiliates, subsidiaries, predecessors, successors, divisions, joint ventures, attorneys and assigns, and each of their former and present owners, directors, officers, employees, managers, partners, members, principals, agents, insurers, co-insurers, re-insurers, investors, shareholders, employee benefit plans, employee benefit plan trustees, fiduciaries, and administrators, and personal or legal representatives.

5. How much will my payment be?

Your estimated payment is set forth above on page 1, in a gross amount, prior to required withholding.

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee

Workweek/ Pay Period Challenges. The number of Class Period workweeks you actively and actually worked during the Class Period and the number of PAGA pay periods you actively and

actually worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

To be clear, you do not need to submit anything or validate your weeks worked to receive the payment listed above.

If you do choose to submit a challenge, you will need to support your challenge by sending copies of supporting documentation, such as pay stubs or other records confirming your claimed active working period. Please note that the settlement does NOT cover all weeks and time ever worked – it is limited to the discrete time period listed above. The Administrator will accept Defendant's calculation of Workweeks 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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

If you do not opt out by the deadline set forth below, you will remain a part of the class settlement, and you will receive payment and be subject to the settlement.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish

to be excluded from the class settlement in the *Martinez v. Johns Manville* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Martinez v. Johns Manville*, Case No. 23CV03097. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class. Section 8 of the Notice has the Administrator's contact information.

T Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and the amount Plaintiffs are requesting as Class Representative Service Payments. You cannot opt out and also object, and if you take no action, you will receive payment and be subject to the settlement.

A Participating Class Member who chooses to object and thus contest any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high. If objections are received and litigated, this could delay approval of the settlement and the associated payments, assuming the settlement is eventually approved.

The Response Deadline for sending written objections to the Administrator is _____ [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Martinez v. Johns Manville*, Case No. 23CV03097, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

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. You also have the option to appear at the hearing by telephone using Courtcall or by video

through Zoom. Instructions on how to do so are available on the Court's website at <https://www.glenn.courts.ca.gov/general-information/remote-appearances>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Malcolm A. Heinicke
Katherine M. Forster
Erica C. Toooh
Munger, Tolles & Olson LLP
250 South Grand Ave, Fiftieth Floor
Los Angeles, CA 90071

9. Can I Attend the Final Approval Hearing?

You need not attend the final approval hearing to receive payment.

Again, you can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 2 of the Superior Court of California, County of Glenn, 526 West Sycamore St., Willows, California 95988, before Judge Alicia Ekland. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing by telephone through Courtcall to be contacted in advance at (888-882-6878) or using the Zoom procedure at <https://www.glenn.courts.ca.gov/general-information/remote-appearances>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Martinez v. Johns Manville*. In addition, hearing dates are posted on the Internet via the Case Index webpage for the Glenn County Superior Court (<https://portal-caglenn.tylertech.cloud/Portal>) and entering the Case No. 23CV03097.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Martinez v. Johns Manville* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. The easiest way to obtain and read the Agreement or any other Settlement document is to go to the Administrator's website at _____. If you wish to view the Court files in person, you go to the Clerk's Office at 526 West Sycamore St., Willows, CA 95988.

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

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF GLENN

FABIAN MARTINEZ, PAUL ADAMS,
MICHAEL RUSH, and RICHARD L.
YOUNG, individually on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

JOHNS MANVILLE, a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23CV03097

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Alicia Ekland
Dept: 2

Date Filed: March 15, 2023
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Alicia Ekland of the Superior Court of the State of
2 California, in and for the County Glenn, on _____[DATE], for hearing on the unopposed
3 motion by Plaintiffs Fabian Martinez, Paul Adams, Michael Rush, and Richard L. Young
4 (“Plaintiffs”) for preliminary approval of the Settlement with Defendant Johns Manville
5 (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
6 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
7 Preliminary Approval of Class Action Settlement.

8
9 **IT IS HEREBY ORDERED:**

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

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

18 3. The Gross Settlement Amount that Defendant shall pay is Seven Hundred Fifty
19 Thousand United States Dollars (\$750,000). It appears to the Court on a preliminary basis that the
20 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
21 when balanced against the probable outcome of further litigation and the significant risks relating
22 to certification, liability and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their
24 respective positions. It further appears to the Court that the Settlement will avoid substantial
25 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
26 further prosecution of the Action. It further appears that the Settlement has been reached as the
27 result of serious and non-collusive, arm’s-length negotiations.

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PRELIMINARY APPROVAL ORDER

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

7 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
8 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$40,000, and
9 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
10 \$10,000 to Plaintiff Martinez and not more than \$5,000 each to Plaintiffs Young, Adam, and
11 Rush. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any
12 service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence
13 supporting these requests, including lodestar, prior to final approval.

14 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
15 representative treatment and certification of a class for settlement purposes only. This stipulation
16 will not be deemed admissible in this or any other proceeding should this Settlement not become
17 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
18 "all individuals who were employed by Defendant in California and classified as non-exempt
19 employees at any time during the Class Period." The "Class Period" is August 20, 2020, to

20 [REDACTED].
21 [REDACTED]

22 7. The Court concludes that, for settlement purposes only, the Class meets the
23 requirements for conditional certification under section 382 of the California Code of Civil
24 Procedure.

25 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
26 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel
27 for the Class.

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PRELIMINARY APPROVAL ORDER

1 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
2 Amount of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development
3 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
4 Agreement pursuant to the PAGA and \$5,000 to the Aggrieved Employees. “Aggrieved
5 Employees” are all individuals who were employed by Defendant in California and classified as
6 non-exempt employees at any time during the PAGA Period (February 10, 2022, to
7 [REDACTED]). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be
8 provided notice of the Agreement and these settlement terms. The Court finds the PAGA
9 Penalties to be reasonable.

10 10. The Court hereby approves, as to form and content, the Class Notice attached to the
11 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
12 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
13 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
14 and opportunity to object to the Settlement. The Court further finds that the distribution of the
15 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
16 the requirements of due process, is the best notice practicable under the circumstances, and shall
17 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
18 the Class Notice in English by first class mail pursuant to the terms set forth in the Agreement. If a
19 Class Notice Packet is returned because of an incorrect address, the Administrator will promptly
20 search for a more current address for the Class Member and re-mail the Class Notice Packet to any
21 new address for the Class Member no later than seven (7) days after the receipt of the undelivered
22 Class Notice.

23 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
24 than fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator
25 in accordance with the Agreement. The Administrator will perform address updates and
26 verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as
27 possible, and in no event later than fourteen (14) days after receiving the Class Data, the
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PRELIMINARY APPROVAL ORDER

1 Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S.
2 Mail to their last known address.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion
4 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
5 from the Class as provided in the Class Notice by following the instructions for requesting
6 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
7 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
8 the Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response
9 Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request
10 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
11 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
12 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
13 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
14 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
15 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
16 group, class, or subclass of individuals is not permitted and will be deemed invalid.

17 13. Any Class Member who has not opted out may appear at the final approval hearing
18 and may object or express the Member’s views regarding the Settlement and may present evidence
19 and file briefs or other papers that may be proper and relevant to the issues to be heard and
20 determined by the Court as provided in the Class Notice. Class Members will have until the
21 Response Deadline to submit their written objections to the Administrator. Written objections
22 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
23 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
24 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
25 Hearing to make an oral objection.

26 14. A final approval hearing shall be held before this Court on _____
27 _____ at _____ in Department 2 at the Glenn County Superior Court to hear the

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PRELIMINARY APPROVAL ORDER

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

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

23 16. In the event the Settlement does not become effective in accordance with the terms
24 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
25 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
26 and the Parties shall revert to their respective positions as of before entering into the Agreement,
27 and expressly reserve their respective rights regarding the prosecution and defense of this Action,

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PRELIMINARY APPROVAL ORDER

1 including all available defenses and affirmative defenses, and arguments that any claim in the
2 Action could not be certified as a class action and/or managed as a representative action. In such
3 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
4 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
5 the Agreement with respect to the effect of the Agreement if it is not approved.

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

10 **IT IS SO ORDERED.**

11
12 Dated: _____

13 _____
14 HON. ALICIA EKLAND
15 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF GLENN

FABIAN MARTINEZ, PAUL ADAMS,
MICHAEL RUSH, and RICHARD L.
YOUNG, individually on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

JOHNS MANVILLE, a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23CV03097

CLASS ACTION

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

Hearing Date: _____

Hearing Time: _____

Judge: Hon. Alicia Ekland
Dept: 2

Date Filed: March 15, 2023

Trial Date: Not set

1 The unopposed motion of Plaintiffs Fabian Martinez, Paul Adams, Michael Rush, and
2 Richard L. Young (“Plaintiffs”) for an order finally approving the Class Action and PAGA
3 Settlement Agreement (“Agreement”) with Defendant Johns Manville (“Defendant”), attorneys’
4 fees and costs, service payments, and the expenses of the Administrator duly came on for hearing
5 on _____ before the Honorable Alicia Ekland.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Glenn, and over all Parties
13 to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Fifty
16 Thousand United States Dollars (\$750,000) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

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

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1 wage and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

3 b. Plaintiffs and Class Counsel's investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Class Counsel recommended approval of the Agreement.

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

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

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

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$ _____ for attorneys' fees, representing one-third of the
18 Gross Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable,
19 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and
20 the results achieved by Class Counsel. The requested award has been supported by Class
21 Counsel's lodestar and billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for Class Representative Service Payments of not more
24 than \$10,000 to Plaintiff Martinez and not more than \$5,000 each to Plaintiffs Young, Adam, and
25 Rush, subject to the Court's approval. The Court finds that Class Representative Service
26 Payments in the amount of \$10,000 to Plaintiff Martinez and not more than \$5,000 each to
27 Plaintiffs Young, Adam, and Rush are reasonable in light of the risks and burdens undertaken by

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1 the Plaintiffs in this litigation and for their time and effort in bringing and prosecuting this matter
2 on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
17 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are all individuals who were employed by Defendant in
19 California and classified as non-exempt employees at any time during the PAGA Period. The
20 PAGA Period is February 10, 2022, to [REDACTED]. Pursuant to Labor Code section
21 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement
22 terms and has not indicated any objection thereto. The Court finds the PAGA Penalties to be
23 reasonable.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
27

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15. The Class is certified for the purposes of settlement only. The Class is defined as follows:

All individuals who were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period.

The Class Period is from August 20, 2020, to

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

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes in accordance with the Agreement, by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

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

5. The payments of Class Representative Service Payments in the amount of \$ _____ to Plaintiff Martinez and \$ _____ each to Plaintiffs Young, Adam, and Rush are approved.

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

7. The PAGA Penalties of \$20,000 is approved, and is to be distributed in accordance with the Agreement.

8. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this

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FINAL APPROVAL ORDER AND JUDGMENT

1 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
2 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
3 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
4 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
5 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
6 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
7 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
8 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
9 Nothing in this judgment shall be used against Defendant to establish *res judicata*, collateral
10 estoppel, release, or other theory of claim or issue preclusion to find liability or wrongdoing or the
11 validity of any claims against it. Notwithstanding these restrictions, Defendant may file in the
12 Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any
13 other papers and records on file in the Action as evidence of the Settlement to support a defense of
14 *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar
15 defense as to the Released Class Claims and/or Released PAGA Claims.

16 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
17 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
18 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
19 Class, and this website shall remain active until the Effective Date. It shall not be necessary to
20 send notice of entry of this Final Approval Order and Judgment to individual Class Members.

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

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

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

4 2. All Parties shall bear their own attorneys' fees and costs, except as otherwise
5 provided in the Agreement, and in this Final Approval Order and Judgment.

6 3. Effective on the date when Defendant fully funds the entire Gross Settlement
7 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
8 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
9 release claims against Defendant, and all Released Parties as follows:

10 (a) All Participating Class Members, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
12 and assigns, release Released Parties from the Released Class Claims. The "Released Class
13 Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts
14 stated in the Operative Complaint, known or unknown, for any type of relief against Defendant,
15 including all claims for (i) meal and rest break violations or premium payments in lieu thereof; (ii)
16 failure to pay wages of any kind, including but not limited to regular or premium wages and/or
17 failure to apply the proper regular rate; (iii) failure to pay wages timely during employment and
18 upon termination; (iv) failure to pay sick time; (v) failure to reimburse employees for required
19 expenses; (vi) failure to furnish accurate wage statements; (vii) unfair business practices relating
20 to or arising out of any of the foregoing; and (viii) to the extent not covered above, any and all
21 claims reasonably based on the facts alleged in the Operative Complaint, which occurred during
22 the Class Period. Except as expressly set forth in the Agreement, Participating Class Members do
23 not release any other claims, including claims for vested benefits, wrongful termination, violation
24 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
25 workers' compensation, or claims based on facts occurring outside the Class Period.

26 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
27 of themselves and their respective former and present representatives, agents, attorneys, heirs,

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1 administrators, successors, assigns, and the State of California, the Released Parties from the
2 Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that
3 were alleged, or could have been alleged, based on the facts alleged in the Operative Complaint
4 and/or the PAGA Notice which occurred during the PAGA Period. The Released PAGA Claims
5 do not include claims for wrongful termination, discrimination, unemployment insurance,
6 disability and worker's compensation, and claims outside of the PAGA Period.

7 4. For any Class Member or Aggrieved Employee whose Individual Class Payment
8 check or Individual PAGA Payment check is uncashed and canceled after the void date, the
9 Administrator shall transmit the funds represented by such checks to the California Controller's
10 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
11 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

12 5. The Court hereby enters judgment in the entire Action as of the filing date of this
13 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
14 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
15 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
16 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

18
19 Dated: _____

20 _____
21 HON. ALICIA EKLAND
22 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
23
24
25
26
27
28

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FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 03/20/2025
Due On: 04/19/2025

Fabian Martinez
600 N Humboldt Avenue Apt 165
Willows, CA 95988

CA2876

Johns Manville

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	01/25/2023	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Analyze previous settlements. Research Defendant's business operations in CA. Conference with Plaintiff to discuss claims and provide status update.	3.90	\$850.00	\$3,315.00
SB	01/26/2023	Initial review of employment file, prepare case analysis, advise ND	2.60	\$450.00	\$1,170.00
NDB	01/27/2023	Review and analyze documents and facts from Plaintiff regarding DFEH and retaliation claims. Analyze off the clock work tasks. Research regarding recent court opinions and settlements regarding the same. Discuss with S. Blumenthal.	3.40	\$850.00	\$2,890.00
NDB	01/28/2023	Review entire employment file for legal claims. Analyze Defendant's wage and hour policy documents. Review paystubs for overtime and wage statement violations. Legal research regarding the same. Conference with Plaintiff to obtain background facts for Complaint.	4.20	\$850.00	\$3,570.00
NDB	01/29/2023	Review facts and law. Draft original complaint.	4.50	\$850.00	\$3,825.00
SB	01/31/2023	Review prior filings vs. Defendant, advise ND	2.60	\$450.00	\$1,170.00
SB	02/03/2023	Draft complaint	2.80	\$450.00	\$1,260.00

SB	02/06/2023	Prepare case notes	2.60	\$450.00	\$1,170.00
NDB	02/07/2023	Review and revise case notes internal memo.	1.10	\$850.00	\$935.00
RE	03/13/2023	Review case notes/damage ana	0.50	\$675.00	\$337.50
RE	03/13/2023	Review & analyze employment file documents/ 1198.5 response	2.50	\$675.00	\$1,687.50
RE	03/14/2023	Review, edit & finalize class action complaint draft	2.75	\$675.00	\$1,856.25
RE	03/15/2023	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	03/15/2023	Review & finalize class action complaint package; file in Glenn Sup. Ct.	0.60	\$675.00	\$405.00
SB	03/24/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
RE	03/28/2023	Review court-returned documents; review docket; review Notice of Case Management Conference; memo to firm re judicial/departments assignment and status of initial CMC re class action	0.50	\$675.00	\$337.50
SB	04/04/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
RE	05/02/2023	Review file; prepare initial documents for service of process; identify reg. agent; send out for service via knox	0.75	\$675.00	\$506.25
RE	05/08/2023	File POS of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
CJ	05/15/2023	Review status of service of case and determine when discovery may be served	0.50	\$550.00	\$275.00
CJ	05/15/2023	Evaluate documents in 1198.5 file, review case notes and complaint	1.00	\$550.00	\$550.00
PM	06/23/2023	Review legal and factual issues; review documents, payroll records, and time records, review removal papers and analyze re remand; review declarations in support of removal papers.	4.50	\$750.00	\$3,375.00
CJ	07/05/2023	Review Rule 26, draft email proposing 26f conference	0.50	\$550.00	\$275.00
CJ	07/05/2023	Review status of case and claims,	0.50	\$550.00	\$275.00
GG	07/07/2023	Reviewed new complaint notification, and sent intro email to client.	0.20	\$250.00	\$50.00
PM	07/10/2023	Review status of action; review discovery requests; strategize re discovery and case management.	0.50	\$750.00	\$375.00
CJ	07/11/2023	Review case, complaint, case notes, evaluate Court	1.00	\$550.00	\$550.00

CJ	07/11/2023	Review plaintiff's documents, evaluate discovery needed, draft correspondence to set 26f conference	1.00	\$550.00	\$550.00
CJ	07/17/2023	Read and evaluate Defendant's Meet and confer letter re case and claims and status of related case	1.00	\$550.00	\$550.00
GG	07/18/2023	Draft Notices of appearance for CJ, VR, PM, file and serve.	0.80	\$250.00	\$200.00
GG	07/18/2023	Review correspondence from JAMS and arb demand packet. File POS	0.70	\$250.00	\$175.00
CJ	07/18/2023	Prepare for conference of counsel per Rule 26f. Review Rule 26f, review complaint and case notes, determine if discovery is ready to be served	1.50	\$550.00	\$825.00
CJ	07/18/2023	Advise VR re Rule 26f issues, review prior correspondence with OPC	1.00	\$550.00	\$550.00
CJ	07/18/2023	Conduct Rule 26f conference with OPC, memorialize outcome	1.00	\$550.00	\$550.00
GG	07/21/2023	Draft, discovery shells, set one (1)	1.20	\$250.00	\$300.00
CJ	07/24/2023	Evaluate status of discovery and correspond with OPC re same	0.50	\$550.00	\$275.00
RE	07/25/2023	Draft PAGA only complaint	4.50	\$675.00	\$3,037.50
RE	07/25/2023	Draft summons, civil case cover sheet & addendum/statement of location re paga action	0.50	\$675.00	\$337.50
RE	07/25/2023	Review & finalize PAGA only complaint package; file in LA Sup Ct.	0.75	\$675.00	\$506.25
PM	07/25/2023	Review and analyze Def. correspondence; strategize re the same.	1.00	\$750.00	\$750.00
CJ	07/25/2023	Analyze and revise Sp Rogs and BW notice to Def	1.00	\$550.00	\$550.00
NDB	07/25/2023	Review PAGA Notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
PM	07/26/2023	Review discovery requests and strategize re case management.	1.00	\$750.00	\$750.00
CJ	07/26/2023	Analyze and revise RFP, 30B6 depo notice, finalize all discovery adn send to GG to serve	1.00	\$550.00	\$550.00
GG	07/26/2023	Finalized and served, discovery requests, set one, saved to file, updated discovery flow chart.	0.60	\$250.00	\$150.00
CJ	07/27/2023	Begin review of related Zarate case	1.00	\$550.00	\$550.00

RE	08/02/2023	Review court-returned docs re paga action; review notice of assignment, review docket; memo to firm re judicial/department assignment and status of initial case management conference.	0.50	\$675.00	\$337.50
RE	08/02/2023	Provide notice to LWDA of PAGA filing	0.40	\$675.00	\$270.00
GG	08/08/2023	Reviewed email from CJ w/ court's notice of CMC, searched sos website for agent, updated POS, and served agent via mail.	0.60	\$250.00	\$150.00
CJ	08/18/2023	Determine if extensions will impact case, advise PM, provide feedback to OPC	0.50	\$550.00	\$275.00
CJ	08/31/2023	Evaluate complaint, case notes, and docs in file in preparation for drafting initial disclosures	1.00	\$550.00	\$550.00
CJ	08/31/2023	Draft initial disclosures, advise PM	1.00	\$550.00	\$550.00
GG	08/31/2023	Finalized, and served Plaintiff's Initial Disclosures, saved to file and circulated confirmation email.	0.40	\$250.00	\$100.00
CJ	09/13/2023	Analyze upcoming deadlines, and status of discovery served	0.50	\$550.00	\$275.00
GG	09/13/2023	Reviewed ROA and sent email to court docs to update calendar re vacated hearing.	0.20	\$250.00	\$50.00
RE	09/19/2023	Review file; prep initial docs for service of process re PAGA action; send out for service via knox	0.75	\$675.00	\$506.25
RE	09/22/2023	File proof of service of summons re paga action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
NDB	09/25/2023	Review sick pay and vacation pay claims. Analyze pay statements and written policy docs. Legal research regarding the same. Review Pacer and state Court for related litigation. Status update to Plaintiff.	3.10	\$850.00	\$2,635.00
PM	09/27/2023	Review Def. responses to discovery and analyze and strategize.	2.00	\$750.00	\$1,500.00
PM	10/03/2023	Review and analyze Def responses to discovery; review Belaire notice; review and revise draft protective order; draft meet and confer correspondence; review magistrate judge rules re informal discovery conferences	2.75	\$750.00	\$2,062.50
PM	10/05/2023	Review Def. email re scheduling 30(b)(6) deposition; review document file.	0.50	\$750.00	\$375.00
GG	10/05/2023	Finalized and served Plaintiff's Amended Notice of Taking Deposition of Defendant in Class action and email to Aptus to schedule reporter, emailed confirmation email to court docs.	0.50	\$250.00	\$125.00

PM	10/06/2023	Review status of action and deadlines; follow up re protective order and Belaire West notice.	0.50	\$750.00	\$375.00
PM	10/10/2023	Review correspondences with Def.; review Def. responses to discovery; correspond with Defendant; review and analyze Def. revisions to the Belaire-West notice and protective order.	1.50	\$750.00	\$1,125.00
GG	10/11/2023	Finalized, filed, and served Stipulation and Proposed order for a Protective Order, saved to file and updated stipulations list.	0.50	\$250.00	\$125.00
PM	10/13/2023	Prepare for and conduct meet and confer conference with defense counsel; review and revise 26(f) report.	1.50	\$750.00	\$1,125.00
VR	10/13/2023	Review and Revise: review and revise joint report; review court's orders; review docket and complaint; advise PM; correspondence to Def	1.80	\$750.00	\$1,350.00
PM	10/16/2023	Review email from clerk re protective order; finalize Word version of protective order; email word version of protective order to PO email address.	0.30	\$750.00	\$225.00
PM	10/17/2023	Review status of discovery dispute and analyze and strategize.	0.75	\$750.00	\$562.50
PM	10/25/2023	Review PAGA action complaint; review docket and status of action; advise team regarding discovery.	0.50	\$750.00	\$375.00
CJ	10/27/2023	Evaluate case and claims, review case notes in prep for revising set 1 discovery and PMK depo notice to Def	1.00	\$550.00	\$550.00
CJ	10/27/2023	Revise set 1 written discovery to Def	1.00	\$550.00	\$550.00
CJ	10/27/2023	Revise Belaire West notice, draft PMK topics to Def, evaluate OPC service list	1.00	\$550.00	\$550.00
CJ	10/27/2023	Finalize set 1 discovery requests and served	0.50	\$550.00	\$275.00
PM	10/30/2023	Review and analyze Def. documents; prepare exhibit book.	3.50	\$750.00	\$2,625.00
PM	10/31/2023	Strategize re discovery; confer with defense counsel re Belaire notice; review and revise draft Belaire notice.	1.00	\$750.00	\$750.00
PM	11/02/2023	Review court orders and analyze; strategize re class certification.	0.50	\$750.00	\$375.00
VR	11/07/2023	telephone conference with Plaintiff; review complaint and documents; advise PM	2.50	\$750.00	\$1,875.00
VR	11/15/2023	Review and Revise: review and revise stip to stay PAGA case; correspondence to Def; advise PM	1.20	\$750.00	\$900.00

VR	11/17/2023	Draft: draft CMC statement; review complaint and docket; review stipulation to stay; advise PM	1.20	\$750.00	\$900.00
GG	11/17/2023	Finalized, filed, and served Joint stip to stay case and proposed order, saved to file, circulated confirmation email and updated stipulations list.	0.60	\$250.00	\$150.00
VR	11/28/2023	Review and Analyze: review and analyze court's orders and docket; review complaint; review correspondence between parties; advise PM	0.50	\$750.00	\$375.00
VR	11/29/2023	Review and Analyze: review and analyze case and court's orders; review status of class action; draft statement re bankruptcy; advise CJ	1.70	\$750.00	\$1,275.00
VR	11/30/2023	Review and Revise: review and revise joint statement; correspondence to Def; review court's orders	1.80	\$750.00	\$1,350.00
VR	12/04/2023	court appearance at CMC; review CMC statement; review court's docket and orders; review stipulation and correspondence; advise PM	2.50	\$750.00	\$1,875.00
PM	12/11/2023	Review and analyze Def. documents; review and analyze legal and factual claims; update flow chart and exhibit book.	6.00	\$750.00	\$4,500.00
GG	12/11/2023	Reviewed ROA re upcoming Hearing re status of bankruptcy, updated events email and added remote appearance information.	0.20	\$250.00	\$50.00
VR	12/12/2023	Review and Analyze: review discovery and documents; telephone conference with plaintiff; advise PM	1.70	\$750.00	\$1,275.00
PM	12/12/2023	Review status of discovery and discovery needed for class certification motion.	0.50	\$750.00	\$375.00
VR	12/13/2023	court appearance at hearing re status of bankruptcy; review court's orders re removed case; review correspondence between parties; review CMC statements; advise Pm	2.50	\$750.00	\$1,875.00
PM	12/19/2023	Review Def. document production and analyze re damages report.	1.00	\$750.00	\$750.00
GG	12/29/2023	Review ROA, download signed order/circulate and advise Chrystal re briefing schedule	0.40	\$250.00	\$100.00
PM	01/02/2024	Review status of discovery and expert report.	0.75	\$750.00	\$562.50
GG	01/03/2024	Review ROA and confirm hearing information for 1/9/24	0.10	\$250.00	\$25.00
PM	01/04/2024	Review Def. Motion to Stay in PAGA action.	0.50	\$750.00	\$375.00
PM	01/05/2024	Review and analyze Def. Motion to Stay in PAGA	2.00	\$750.00	\$1,500.00

		Action; begin drafting opposition.			
PM	01/08/2024	Draft opposition to Def. Motion to Stay	3.00	\$750.00	\$2,250.00
PM	01/09/2024	Review status of action and update team re the same; update case sheet.	0.50	\$750.00	\$375.00
PM	01/09/2024	Draft opposition to Def. Motion to Stay in PAGA action; legal research re the same.	2.50	\$750.00	\$1,875.00
PM	01/10/2024	Legal research re Def. Motion to Stay filed in PAGA Action; draft/review/revise opposition; draft supporting declaration.	3.00	\$750.00	\$2,250.00
GG	01/12/2024	Review Opp. to Motion to Stay, create Table of Contents and Table of Authorities.	1.60	\$250.00	\$400.00
GG	01/12/2024	File and serve Opp. to Motion to Stay (PAGA)	0.50	\$250.00	\$125.00
PM	01/12/2024	Review and revise opposition to Def. motion to stay PAGA Action; review Def. correspondence re mediation and strategize re the same; draft correspondence to defense counsel and advise AJB re the same.	1.00	\$750.00	\$750.00
GG	01/15/2024	Download conformed copies of MTS (PAGA)	0.10	\$250.00	\$25.00
PM	01/22/2024	Review and revise draft stipulation to stay federal action.	0.30	\$750.00	\$225.00
GG	01/25/2024	Review order re stay and save to file	0.10	\$250.00	\$25.00
PM	01/25/2024	Review court minute order re continuance; strategize re the same and advise AJB and VR re the same.	0.50	\$750.00	\$375.00
CJ	02/13/2024	Analyze case and claims in preparation for mediation, review and analyze Plaintiff's wage statements	1.00	\$550.00	\$550.00
CJ	02/13/2024	Analyze personnel file, policy documents, and review mediation deadlines	1.00	\$550.00	\$550.00
CJ	02/13/2024	Draft mediation data and document request	0.50	\$550.00	\$275.00
CJ	02/14/2024	Finalize mediation data and document demand, sent to OPC	0.50	\$550.00	\$275.00
PM	03/05/2024	Review prior orders in PAGA action; draft CMC Statement.	0.50	\$750.00	\$375.00
CJ	03/20/2024	Research ROA to determine whether CMC will go forward, evaluate prior correspondence	0.50	\$550.00	\$275.00
VR	03/20/2024	Review and Analyze: review court's orders and docket; review CMC statement; review correspondence between the parties	0.50	\$750.00	\$375.00

CJ	03/21/2024	Prepare for CMC	0.50	\$550.00	\$275.00
CJ	03/21/2024	Appear at CMC, memorialize outcome to firm	1.00	\$550.00	\$550.00
GG	03/21/2024	Reviewed ROA and confirmed upcoming CMC, and added info to events email.	0.20	\$250.00	\$50.00
NDB	04/25/2024	Review and analyze data produced for mediation purposes. Analyze court docket and case file. Review formal discovery to date. Conference with Plaintiff to discuss settlement authority and mediation claims. Prepare for mediation.	4.90	\$850.00	\$4,165.00
NDB	04/27/2024	Review pay stubs exemplars for 226(a) and regular rate claims. Review and analyze suitable seating claims. Legal research. Call with Plaintiff to discuss. Prepare for mediation.	3.20	\$850.00	\$2,720.00
NDB	04/30/2024	Research previous settlements with similar claims and workweeks for mediation valuation. Review case demographics. Draft MOU for mediation.	3.90	\$850.00	\$3,315.00
CJ	05/02/2024	Evaluate status of mediation, advise PM, correspond with OPC	0.75	\$550.00	\$412.50
CJ	05/06/2024	Review case and claims, prepare and draft case analysis facts section	1.50	\$550.00	\$825.00
CJ	05/06/2024	Continue analysis of Case notes and claims, continue prep of mediation folder	1.00	\$550.00	\$550.00
CJ	05/07/2024	Continue evaluation of case and file, continue updating notes and annotating in prep for call with Plaintiff	1.00	\$550.00	\$550.00
CJ	05/07/2024	T/C with Plaintiff, memorialize	1.50	\$550.00	\$825.00
CJ	05/09/2024	Continue mediation prep, review all CIP Bonus information policies and wage statements for same, continue analysis and preparation of charts	2.00	\$550.00	\$1,100.00
NDB	05/09/2024	Review facts and law. Draft mediation brief. Discuss with AJ Bhowmik. Call with Plaintiff to clarify facts for mediation brief and claims.	4.80	\$850.00	\$4,080.00
PM	05/10/2024	Review and analyze Def. documents re mediation brief.	2.00	\$750.00	\$1,500.00
AB	05/10/2024	Draft mediation brief.	5.00	\$895.00	\$4,475.00
SB	05/10/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
PM	05/14/2024	Review and analyze Def. documents; advise AJB Re the same; correspond with defense counsel.	0.75	\$750.00	\$562.50
SB	05/15/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00

NDB	05/16/2024	Review all mediation materials including briefs and exhibits thereto. Review expert damage and penalty report and notes and assumptions in preparation for mediation.	2.00	\$850.00	\$1,700.00
FG	05/17/2024	Intake assignment from AJ; call to find CMs who experienced the claims and would be willing to speak to AJ/SB, possible sign-up. Locate password for spreadsheet, get access to file from Wayne, locate mediation brief, read/mark-up, start calls. First person agreed to speak to team. Forward contact info and work info.	2.00	\$250.00	\$500.00
PM	05/17/2024	Review legal and factual claims; review status of discovery and Def. documents; strategize regarding class certification; review 30(b)(6) deposition notice and strategize re deposition; review and analyze mediation brief.	3.50	\$750.00	\$2,625.00
AB	05/17/2024	Prep and appear for mediation.	6.00	\$895.00	\$5,370.00
AB	05/17/2024	Prep and appear for mediation.	6.00	\$895.00	\$5,370.00
SB	05/17/2024	Attend mediation	8.00	\$450.00	\$3,600.00
NDB	05/18/2024	Review mediation notes and results. Discuss with partners. Status update to Plaintiff.	0.80	\$850.00	\$680.00
AB	05/31/2024	Review/analyze written mediator's proposal; discuss w/ partners.	2.00	\$895.00	\$1,790.00
NB	06/06/2024	Review MOU, analyze final.	2.50	\$995.00	\$2,487.50
NDB	06/09/2024	Review and analyze employment files and claims and facts for 3 additional reps. Calls to new Plaintiffs regarding status of settlement and to obtain facts for amended complaint.	2.50	\$850.00	\$2,125.00
KN	06/14/2024	Review MOU draft from AJ; review Def further revisions; provide input to AJ	0.50	\$950.00	\$475.00
AB	06/18/2024	Review revisions by defendant to MOU. Draft/ send response.	2.00	\$895.00	\$1,790.00
NDB	06/18/2024	Review and analyze mediator's proposal and MOU terms. Send MOU to four Plaintiffs for review and signatures. Calls and emails explaining terms and process of settlement approval. Follow up calls to obtain signatures.	1.50	\$850.00	\$1,275.00
PM	07/08/2024	Review MOU and begin drafting long form settlement agreement; draft stipulation to remand action to state court.	2.00	\$750.00	\$1,500.00
PM	07/19/2024	Review and analyze MOU; draft long-form settlement agreement.	4.00	\$750.00	\$3,000.00
PM	07/22/2024	Review draft settlement agreement and review	0.50	\$750.00	\$375.00

		Def. revisions to stip to remand action; finalize stip to remand action.			
GG	07/22/2024	Finalize, file and serve stipulation to remand.	0.60	\$250.00	\$150.00
GG	08/01/2024	Tel. call clerk re order on Remand, follow up with email.	0.20	\$250.00	\$50.00
PM	08/06/2024	Draft, review and revise draft amended complaint; review TPA bids; draft correspondence to defense counsel; review status of class action and PAGA action.	4.00	\$750.00	\$3,000.00
PM	08/07/2024	Review docket in PAGA action; review draft stipulation to vacate hearing date on Def. motion to stay in PAGA action.	0.50	\$750.00	\$375.00
GG	08/09/2024	Case file review, previous order, and contact clerk re reservation for prelim. approval hearing.	0.30	\$250.00	\$75.00
PM	08/13/2024	Review and revise operative complaint draft; draft stipulation and proposed order to amend complaint.	1.00	\$750.00	\$750.00
GG	08/14/2024	Review email re continued hearing, cancel remote appearance.	0.10	\$250.00	\$25.00
GG	08/14/2024	Finalize, file, and serve Stip and proposed order re filing of FAC.	0.70	\$250.00	\$175.00
PM	08/22/2024	Review and revise draft settlement agreement; draft memo regarding Def. revisions for KN's review.	3.50	\$750.00	\$2,625.00
GG	08/22/2024	Reviewed email from PM, and checked ROA re status of stipulation to amend the complaint, responded to email with status.	0.20	\$250.00	\$50.00
KN	08/26/2024	Review revisions to Agreement; memo to PM as to remaining issues	1.50	\$950.00	\$1,425.00
PM	08/26/2024	Review and revise draft settlement agreement; review KN memo on Def. revisions.	1.00	\$750.00	\$750.00
PM	08/27/2024	Review and finalize amended complaint for filing.	0.50	\$750.00	\$375.00
GG	08/27/2024	Finalized, filed, and served FAC, saved to file, circulated confirmation email and updated pending filings list.	0.60	\$250.00	\$150.00
GG	08/27/2024	Checked ROA again re status of stipulation to amend the complaint, sent status email to PM	0.10	\$250.00	\$25.00
GG	09/03/2024	ROA check re file stamped FAC, download FAC and save to file, upload FAC to LWDA portal, save confirmations, circulate copies via email.	0.50	\$250.00	\$125.00
PM	09/03/2024	Review status of settlement agreement and follow	0.25	\$750.00	\$187.50

		up with defense.			
PM	09/04/2024	Review and revise long form settlement agreement and finalize.	1.00	\$750.00	\$750.00
GG	09/04/2024	Check ROA re upcoming Settlement Conf. to confirm date and time, add to events email for upcoming week.	0.10	\$250.00	\$25.00
NB	09/04/2024	Review long form for final.	2.00	\$995.00	\$1,990.00
PM	09/05/2024	Review calendar and review docket; circulate docket update internally.	0.25	\$750.00	\$187.50
GG	09/11/2024	ROA check re upcoming CMC to confirm time, dept, and remote app requirements.	0.10	\$250.00	\$25.00
GG	09/13/2024	Schedule remote appearance via LACC for upcoming CMC and add to weekly appearances email.	0.10	\$250.00	\$25.00
GG	09/16/2024	Finalize, update pos, file and serve Request for dismissal in PAGA action.	0.40	\$250.00	\$100.00
AR	09/16/2024	Teleconference with PM regarding status; draft request for dismissal; submit for filing.	1.20	\$550.00	\$660.00
KN	09/17/2024	draft Exhibits for settlement; research issues and review documents; email Def.	5.00	\$950.00	\$4,750.00
GG	09/17/2024	ROA review re court order entering dismissal of PAGA action, and circulate filed dismissal.	0.20	\$250.00	\$50.00
KN	09/30/2024	Review Defendant's revisions to the exhibits; review and revise Exhibits; prepare final versions of Exhibits B and C.	1.50	\$950.00	\$1,425.00
KN	10/01/2024	Revise and finalize exhibits; finalize Agreement and insert exhibits; email Def; memo to staff	1.00	\$950.00	\$950.00
NDB	10/01/2024	Review settlement agreement terms and exhibits for conformity with MOU terms. Send to 4 Plaintiffs for signatures. Calls and emails to explain terms and obtain signatures.	1.30	\$850.00	\$1,105.00
GG	10/02/2024	Review court's rules re requirements for reserving motion date, tel. call with clerk re process, and email to PM to inform.	0.20	\$250.00	\$50.00
KN	10/10/2024	Prepare for motion; review documents and files; draft approval outline; review Kullar damage analysis in file	1.80	\$950.00	\$1,710.00
KN	10/10/2024	Prepare for motion; review documents and files; draft approval outline; review analysis in file; emails regarding final documents; review issues re class size; begin draft notice of motion	2.50	\$950.00	\$2,375.00

KN	10/10/2024	Draft pleading form; review Admin estimate; memo to Admin regarding Admin declaration	0.75	\$950.00	\$712.50
PM	10/10/2024	Review and finalize settlement agreement.	0.50	\$750.00	\$375.00
KN	10/11/2024	Draft motion for preliminary approval; update proposed order; review and revise draft motion; memo to PM about numbering issue; prepare draft motion and email to Defendant	4.50	\$950.00	\$4,275.00
PM	10/11/2024	Review and revise long form settlement agreement.	0.50	\$750.00	\$375.00
AB	10/11/2024	Advise KN on Kullar issues.	2.00	\$895.00	\$1,790.00
CJ	10/11/2024	Research claims, status of settlement agreement and execution of same, review file and brief in preparation for drafting 4 declarations ISO MPA	1.00	\$550.00	\$550.00
CJ	10/11/2024	Draft declarations ISO MPA (x4)	1.50	\$550.00	\$825.00
KN	10/23/2024	Draft declaration ISO motion; prepare exhibits	3.00	\$950.00	\$2,850.00
KN	10/23/2024	Review and revise motion per Def comments; revise and prepare final motion papers; research issues and filing procedure; memo to staff; email Defendant; serve LWDA	2.75	\$950.00	\$2,612.50
GG	10/24/2024	File motion for preliminary approval and supporting declarations.	0.70	\$250.00	\$175.00
GG	10/30/2024	ROA review re upcoming CMC, and telephone call to clerk re vacating CMC.	0.20	\$250.00	\$50.00
GG	10/30/2024	Received call from clerk re CMC vacated, sent email to update calendar, and saved ROA printout to orders.	0.20	\$250.00	\$50.00
GG	11/13/2024	ROA check to confirm upcoming hearing re Preliminary Approval in Class action.	0.10	\$250.00	\$25.00
KN	11/20/2024	Court appearance - motion for preliminary approval; prepare for hearing; memo to staff	1.00	\$950.00	\$950.00
KN	11/21/2024	Review status and emails; prepare documents; memo to Admin with documents and instructions.	0.50	\$950.00	\$475.00
KN	11/22/2024	Review emails; research issues; respond	0.40	\$950.00	\$380.00
KN	11/27/2024	Review signed order; email to Admin	0.30	\$950.00	\$285.00
KN	12/02/2024	Review Admin email and timeline; respond	0.25	\$950.00	\$237.50
KN	12/20/2024	Review Admin emails; review formatted notice; review updated formatted notice; review spreadsheet calculations; respond to Admin; double check all figures	1.00	\$950.00	\$950.00

NDB	01/05/2025	Review and respond to class member inquiries regarding settlement terms and status of approval and payout. Review court docket and case file.	1.00	\$850.00	\$850.00
NDB	02/13/2025	Research PAGA claims and penalties. Draft PAGA notice. Upload to LWDA. Conference with Plaintiff to discuss status and process of lawsuit and potential outcomes.	2.50	\$850.00	\$2,125.00
NDB	02/24/2025	Review and revise meal and rest break allegations. Analyze 2802 business expense reimbursement claims. Legal research. Discuss with S. Blumenthal and Plaintiff.	3.10	\$850.00	\$2,635.00
VR	03/09/2025	Draft: draft motion for final approval; review preliminary approval motion; review court's orders and docket; review correspondence between parties	2.60	\$750.00	\$1,950.00
VR	03/10/2025	Draft: draft memo in support of motion for final approval and notice and motion; review preliminary approval order and documents; review correspondence between parties; review administrator's report; advise KN and AR	3.20	\$750.00	\$2,400.00
VR	03/11/2025	Review and Revise: review and revise motion for final approval; review court's orders; review motion for preliminary approval; advise KN	0.50	\$750.00	\$375.00
AR	03/11/2025	Multiple correspondence with VR regarding class notice; review file and draft summary of status.	0.40	\$550.00	\$220.00
KN	03/12/2025	Review and revise draft motion for final approval; update proposed order; email draft motion to Defendant; memo to staff; review and revise Admin draft declaration and respond to Admin.	3.00	\$950.00	\$2,850.00
AR	03/12/2025	Receive and review declaration and supporting documents; draft follow up correspondence.	0.50	\$550.00	\$275.00
KN	03/19/2025	Review Defendant comments on the draft motion; memo to staff regarding status; revise notice of motion	1.00	\$950.00	\$950.00
GG	03/19/2025	Reviewed Memorandum of Ps and As re final approval, and updated table of contents and table of authorities.	1.20	\$250.00	\$300.00
KN	03/20/2025	Review and revise draft declaration ISO motion; review exhibits and finalize exhibits	1.50	\$950.00	\$1,425.00
KN	03/20/2025	Review and revise motion per Defendant comments; review revisions to proposed order and finalize proposed order; revise motion for final; file and serve motion; serve LWDA.	2.75	\$950.00	\$2,612.50
Services Subtotal					\$224,777.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	02/13/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	05/31/2023	Knox	1.00	\$115.05	\$115.05
Expense	07/03/2023	Lexis Nexis	1.00	\$180.00	\$180.00
Expense	08/02/2023	LexisNexis	1.00	\$24.00	\$24.00
Expense	09/05/2023	KNOX Filing and Messenger Service	1.00	\$152.65	\$152.65
Expense	10/04/2023	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	11/21/2023	filing via One Legal	1.00	\$38.25	\$38.25
Expense	11/21/2023	filing via One Legal	1.00	\$51.48	\$51.48
Expense	11/30/2023	filing via One Legal	1.00	\$289.55	\$289.55
Expense	12/08/2023	Expert Fees - DM&A.	1.00	\$7,687.50	\$7,687.50
Expense	12/11/2023	court appearance via Court Call	1.00	\$72.00	\$72.00
Expense	12/31/2023	Expert Fees - DM&A.	1.00	\$350.00	\$350.00
Expense	01/02/2024	LexisNexis	1.00	\$116.00	\$116.00
Expense	01/13/2024	One Legal Filing	1.00	\$19.71	\$19.71
Expense	01/18/2024	One Legal Filing	1.00	\$51.48	\$51.48
Expense	01/24/2024	Claims Administrator Fees.	1.00	\$1,990.00	\$1,990.00
Expense	01/31/2024	Expert Fees - DM&A.	1.00	\$3,850.00	\$3,850.00
Expense	03/07/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.71	\$19.71
Expense	03/27/2024	Mediation Fees - David Rotman	1.00	\$13,250.00	\$13,250.00
Expense	05/22/2024	Berger Consulting.	1.00	\$8,415.00	\$8,415.00
Expense	08/26/2024	One Legal Filing Fee: One Legal Filing Feev	1.00	\$20.59	\$20.59
Expense	08/29/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$394.04	\$394.04
Expense	09/16/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.77	\$19.77
Expense	10/08/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$395.59	\$395.59
Expense	03/19/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal					\$37,688.85

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	23.0	\$895.00	\$20,585.00
Norm Blumenthal	4.5	\$995.00	\$4,477.50
Scott Blumenthal	29.0	\$450.00	\$13,050.00
Nicholas De Blouw	53.6	\$850.00	\$45,560.00
Ricardo Ehmann	16.5	\$675.00	\$11,137.50
Charlotte James	34.25	\$550.00	\$18,837.50
Piya Mukherjee	70.1	\$750.00	\$52,575.00
Kyle Nordrehaug	36.5	\$950.00	\$34,675.00
Victoria Rivapalacio	24.2	\$750.00	\$18,150.00
Andrew Ronan	2.1	\$550.00	\$1,155.00
Gerardo Galaviz	16.3	\$250.00	\$4,075.00
Frederick Goldman	2.0	\$250.00	\$500.00
Subtotal			\$262,466.35
Total			\$262,466.35

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	04/19/2025	\$262,466.35	\$0.00	\$262,466.35
Outstanding Balance				\$262,466.35
Total Amount Outstanding				\$262,466.35

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

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

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

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

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

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF GLENN

FABIAN MARTINEZ, PAUL ADAMS,
MICHAEL RUSH, and RICHARD L. YOUNG,
individually on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

JOHNS MANVILLE, a Corporation; and DOES
1 through 50 inclusive,

Defendant.

Case No. 23CV03097

**DECLARATION OF FABIAN
MARTINEZ IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: TBD

Hearing Time: TBD

Date Filed: March 15, 2023

Trial Date: Not set

1 I, Fabian Martinez, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked as a HERM Operator for the Defendant Johns Manville,
10 ("Johns Manville" or "Defendant") in California and during that time period I was classified by
11 Johns Manville as a non-exempt employee.
12

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

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I received non-discretionary compensation from time to time, such as bonuses, but these
24 payments during certain pay periods when I worked overtime were not factored into my regular
25 rate. I was underpaid overtime as a result. As another example, I often did not receive compliant
26 meal and rest breaks which were late, interrupted or missed entirely. I also did not receive all the
27

1 meal and rest break premiums I was entitled to and when I did receive premium payments they
2 were often an incorrect amount.

3 6. I spoke to my attorneys several times and discussed how Johns Manville implemented its
4 company policies and procedures. I also assisted my attorneys in their investigation into my
5 claims by providing them documents and answering their questions. I reviewed the complaint
6 before it was filed and after it was filed I was given access to an electronic file sharing program
7 that alerted me via email when important documents were filed so that I could review them and
8 keep up with the developments in the case which I understood was one of my duties as a class
9 representative. I would also contact my attorneys from time to time if I had any questions about
10 the case.
11

12 7. Even though this action is in the process of settling, I was and remain prepared to
13 perform all the duties of a class representative. I understand that as a class representative I have
14 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
15 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
16 benefit of the class members and surrender any right to compromise the group action for an
17 individual gain.
18

19 8. I understood that being a plaintiff/class representative in this case meant that I was
20 seeking damages not only for myself but also other current and/or former non-exempt employees
21 working for Johns Manville in California who make up the class. I felt that these individuals
22 were not aware of their labor law rights and even if they were they would probably be
23 apprehensive about speaking up or even simply because of the time, effort and risk involved in
24 filing a class action lawsuit.
25

26 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
27

1 explained to me that if the case went to trial and we lost, I could be held responsible to pay for
2 all or part of the attorney fees and costs paid by Johns Manville to defend this lawsuit. Also, I
3 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold
4 it against me or downgrade me as a potential hire. As one of only four named Plaintiffs in this
5 case it would not be difficult for a future employer to become aware that I sued my employer
6 for labor law violations. Ultimately, I decided these risks were worth it and decided to fight for
7 my rights and the rights of others regardless of the risks, time and effort I spent on this case.
8

9 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept
10 up to date on important developments by reviewing court filings that were made available to me
11 electronically as I described above.
12

13 11. A mediation took place on May 17, 2024 with David Rotman, a well-respected and
14 experienced mediator of wage and hour class actions. After the mediation, the parties were able
15 to reach an agreement to settle the action. I communicated with my attorneys regarding the
16 terms of the settlement which was reached between the parties and understood that I was
17 representing absent class members and therefore wanted the best possible result to be obtained
18 for the class members and I believe a very positive result was in fact achieved via settlement. I
19 reviewed and signed the Memorandum of Understanding on June 20, 2024 and when the final
20 settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on
21 October 2, 2024.
22

23 12. I have been actively involved with this lawsuit performing the duties described above.
24 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
25 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
26 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
27

1 up until this point. I believe I have been diligent and have done what is expected of a named
2 plaintiff and a proposed class representative to date and will continue to do so. I have and always
3 will maintain the best interests of the class members.

4
5 13. My attorneys explained to me that the settlement process involves a two-step review by
6 the Court to determine whether the settlement is fair before approving the settlement. I know
7 this process also involves notifying all class members of the settlement terms and of their rights
8 to make a claim for their settlement share, to opt out of the settlement or to object to the
9 settlement.

10 14. I believe I did the right thing by filing this case on behalf of the class members who,
11 subject to court approval, are in line to receive monetary payments as a result of this case and
12 settlement. This is money they may never have ever gotten if I did not pursue this action on their
13 behalf. I feel significant personal satisfaction to know that I played a role in the class members
14 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
15 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
16 compensation for the work I performed and the risks I undertook.

17
18 15. As part of the settlement it was necessary for me to sign a general release of all claims I
19 may have against Johns Manville. I believe the Class Representative Service Payment I have
20 requested provides me with some compensation for this agreed release.

21
22 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
23 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
24 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
25 general release and in light of the size of the settlement, I believe the request for \$10,000 as a
26 Class Representative service payment is fair and reasonable.

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

3
4 Executed on 10/13/2024, at Hamilton city, CA.
(city, state)

5
6 
Fabian Martinez (Oct 13, 2024 20:09 PDT)
Fabian Martinez

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF GLENN

FABIAN MARTINEZ, PAUL ADAMS,
MICHAEL RUSH, and RICHARD L. YOUNG,
individually on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

JOHNS MANVILLE, a Corporation; and DOES
1 through 50 inclusive,

Defendant.

Case No. 23CV03097

**DECLARATION OF RICHARD L.
YOUNG IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: TBD

Hearing Time: TBD

Date Filed: March 15, 2023

Trial Date: Not set

1 I, Richard L. Young, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked as a non-exempt hourly employee for the Defendant
10 Johns Manville ("Johns Manville" or "Defendant") in California and during that time period I
11 was classified by Johns Manville as a non-exempt employee.
12

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

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I received non-discretionary compensation from time to time, such as bonuses, but these
24 payments during certain pay periods when I worked overtime were not factored into my regular
25 rate. I was underpaid overtime as a result. As another example, I often did not receive compliant
26 meal and rest breaks which were late, interrupted or missed entirely. I also did not receive all the
27

1 meal and rest break premiums I was entitled to and when I did receive premium payments they
2 were often an incorrect amount.

3 6. I spoke to my attorneys several times and discussed how Johns Manville implemented its
4 company policies and procedures. I also assisted my attorneys in their investigation into my
5 claims by providing them documents and answering their questions. I reviewed the amended
6 complaint before it was filed and after it was filed I was given access to an electronic file sharing
7 program that alerted me via email when important documents were filed so that I could review
8 them and keep up with the developments in the case which I understood was one of my duties as
9 a class representative. I would also contact my attorneys from time to time if I had any questions
10 about the case.
11

12 7. Even though this action is in the process of settling, I was and remain prepared to
13 perform all the duties of a class representative. I understand that as a class representative I have
14 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
15 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
16 benefit of the class members and surrender any right to compromise the group action for an
17 individual gain.
18

19 8. I understood that being a plaintiff/class representative in this case meant that I was
20 seeking damages not only for myself but also other current and/or former non-exempt employees
21 working for Johns Manville in California who make up the class. I felt that these individuals
22 were not aware of their labor law rights and even if they were they would probably be
23 apprehensive about speaking up or even simply because of the time, effort and risk involved in
24 filing a class action lawsuit.
25

26 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
27

1 explained to me that if the case went to trial and we lost, I could be held responsible to pay for
2 all or part of the attorney fees and costs paid by Johns Manville to defend this lawsuit. Also, I
3 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold
4 it against me or downgrade me as a potential hire. As one of only four named Plaintiffs in this
5 case it would not be difficult for a future employer to become aware that I sued my employer
6 for labor law violations. Ultimately, I decided these risks were worth it and decided to fight for
7 my rights and the rights of others regardless of the risks, time and effort I spent on this case.
8

9 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept
10 up to date on important developments by reviewing court filings that were made available to me
11 electronically as I described above.
12

13 11. A mediation took place on May 17, 2024 with David Rotman, a well-respected and
14 experienced mediator of wage and hour class actions. After the mediation, the parties were able
15 to reach an agreement to settle the action. I communicated with my attorneys regarding the
16 terms of the settlement which was reached between the parties and understood that I was
17 representing absent class members and therefore wanted the best possible result to be obtained
18 for the class members and I believe a very positive result was in fact achieved via settlement. I
19 reviewed and signed the Memorandum of Understanding on June 19, 2024 and when the final
20 settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on
21 October 2, 2024.
22

23 12. I have been actively involved with this lawsuit performing the duties described above.
24 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
25 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
26 the settlement process. I estimate that I spent approximately 10-20 hours working on this case
27

1 up until this point. I believe I have been diligent and have done what is expected of a named
2 plaintiff and a proposed class representative to date and will continue to do so. I have and always
3 will maintain the best interests of the class members.

4
5 13. My attorneys explained to me that the settlement process involves a two-step review by
6 the Court to determine whether the settlement is fair before approving the settlement. I know
7 this process also involves notifying all class members of the settlement terms and of their rights
8 to make a claim for their settlement share, to opt out of the settlement or to object to the
9 settlement.

10 14. I believe I did the right thing by filing this case on behalf of the class members who,
11 subject to court approval, are in line to receive monetary payments as a result of this case and
12 settlement. This is money they may never have ever gotten if I did not pursue this action on their
13 behalf. I feel significant personal satisfaction to know that I played a role in the class members
14 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
15 the requested Class Representative Service Payment of \$5,000 from the settlement is fair
16 compensation for the work I performed and the risks I undertook.

17
18 15. As part of the settlement it was necessary for me to sign a general release of all claims I
19 may have against Johns Manville. I believe the Class Representative Service Payment I have
20 requested provides me with some compensation for this agreed release.

21
22 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
23 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
24 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
25 general release and in light of the size of the settlement, I believe the request for \$5,000 as a
26 Class Representative service payment is fair and reasonable.

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

3
4 Executed on 10/11/2024, at Chico, CA.
(city, state)

5
6 
Richard L. Young (Oct 11, 2024 16:03 PDT)
Richard L. Young

EXHIBIT #7

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiffs

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF GLENN**

10
11 FABIAN MARTINEZ, PAUL ADAMS,
MICHAEL RUSH, and RICHARD L. YOUNG,
12 individually on behalf of themselves and on
behalf of all persons similarly situated,

13 Plaintiff,

14 vs.

15 JOHNS MANVILLE, a Corporation; and DOES
1 through 50 inclusive,

16 Defendant.
17
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Case No. 23CV03097

**DECLARATION OF PAUL ADAMS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: TBD

Hearing Time: TBD

Date Filed: March 15, 2023

Trial Date: Not set

1 I, Paul Adams, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked as a non-exempt hourly employee for the Defendant
10 Johns Manville (“Johns Manville” or “Defendant”) in California and during that time period I
11 was classified by Johns Manville as a non-exempt employee.
12

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

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I received non-discretionary compensation from time to time, such as bonuses, but these
24 payments during certain pay periods when I worked overtime were not factored into my regular
25 rate. I was underpaid overtime as a result. As another example, I often did not receive compliant
26 meal and rest breaks which were late, interrupted or missed entirely. I also did not receive all the
27

1 meal and rest break premiums I was entitled to and when I did receive premium payments they
2 were often an incorrect amount.

3 6. I spoke to my attorneys several times and discussed how Johns Manville implemented its
4 company policies and procedures. I also assisted my attorneys in their investigation into my
5 claims by providing them documents and answering their questions. I reviewed the amended
6 complaint before it was filed and after it was filed I was given access to an electronic file sharing
7 program that alerted me via email when important documents were filed so that I could review
8 them and keep up with the developments in the case which I understood was one of my duties as
9 a class representative. I would also contact my attorneys from time to time if I had any questions
10 about the case.
11

12 7. Even though this action is in the process of settling, I was and remain prepared to
13 perform all the duties of a class representative. I understand that as a class representative I have
14 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
15 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
16 benefit of the class members and surrender any right to compromise the group action for an
17 individual gain.
18

19 8. I understood that being a plaintiff/class representative in this case meant that I was
20 seeking damages not only for myself but also other current and/or former non-exempt employees
21 working for Johns Manville in California who make up the class. I felt that these individuals
22 were not aware of their labor law rights and even if they were they would probably be
23 apprehensive about speaking up or even simply because of the time, effort and risk involved in
24 filing a class action lawsuit.
25

26 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
27

1 explained to me that if the case went to trial and we lost, I could be held responsible to pay for
2 all or part of the attorney fees and costs paid by Johns Manville to defend this lawsuit. Also, I
3 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold
4 it against me or downgrade me as a potential hire. As one of only four named Plaintiffs in this
5 case it would not be difficult for a future employer to become aware that I sued my employer
6 for labor law violations. Ultimately, I decided these risks were worth it and decided to fight for
7 my rights and the rights of others regardless of the risks, time and effort I spent on this case.
8

9 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept
10 up to date on important developments by reviewing court filings that were made available to me
11 electronically as I described above.
12

13 11. A mediation took place on May 17, 2024 with David Rotman, a well-respected and
14 experienced mediator of wage and hour class actions. After the mediation, the parties were able
15 to reach an agreement to settle the action. I communicated with my attorneys regarding the
16 terms of the settlement which was reached between the parties and understood that I was
17 representing absent class members and therefore wanted the best possible result to be obtained
18 for the class members and I believe a very positive result was in fact achieved via settlement. I
19 reviewed and signed the Memorandum of Understanding on June 19, 2024 and when the final
20 settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on
21 October 1, 2024.
22

23 12. I have been actively involved with this lawsuit performing the duties described above.
24 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
25 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
26 the settlement process. I estimate that I spent approximately 10-20 hours working on this case
27

1 up until this point. I believe I have been diligent and have done what is expected of a named
2 plaintiff and a proposed class representative to date and will continue to do so. I have and always
3 will maintain the best interests of the class members.

4
5 13. My attorneys explained to me that the settlement process involves a two-step review by
6 the Court to determine whether the settlement is fair before approving the settlement. I know
7 this process also involves notifying all class members of the settlement terms and of their rights
8 to make a claim for their settlement share, to opt out of the settlement or to object to the
9 settlement.

10 14. I believe I did the right thing by filing this case on behalf of the class members who,
11 subject to court approval, are in line to receive monetary payments as a result of this case and
12 settlement. This is money they may never have ever gotten if I did not pursue this action on their
13 behalf. I feel significant personal satisfaction to know that I played a role in the class members
14 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
15 the requested Class Representative Service Payment of \$5,000 from the settlement is fair
16 compensation for the work I performed and the risks I undertook.

17
18 15. As part of the settlement it was necessary for me to sign a general release of all claims I
19 may have against Johns Manville. I believe the Class Representative Service Payment I have
20 requested provides me with some compensation for this agreed release.

21
22 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
23 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
24 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
25 general release and in light of the size of the settlement, I believe the request for \$5,000 as a
26 Class Representative service payment is fair and reasonable.

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

3
4 Executed on 10/11/2024, at Willows, California.
(city, state)

5
6 
Paul Adams (Oct 11, 2024 16:06 PDT)
Paul Adams

EXHIBIT #8

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiffs

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF GLENN**

10
11 FABIAN MARTINEZ, PAUL ADAMS,
MICHAEL RUSH, and RICHARD L. YOUNG,
12 individually on behalf of themselves and on
behalf of all persons similarly situated,

13 Plaintiff,

14 vs.

15 JOHNS MANVILLE, a Corporation; and DOES
1 through 50 inclusive,

16 Defendant.
17
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19
20
21
22

Case No. 23CV03097

**DECLARATION OF MICHAEL RUSH
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: TBD

Hearing Time: TBD

Date Filed: March 15, 2023

Trial Date: Not set

1 I, Michael Rush, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked as a non-exempt hourly employee for the Defendant
10 Johns Manville ("Johns Manville" or "Defendant") in California and during that time period I
11 was classified by Johns Manville as a non-exempt employee.
12

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

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I received non-discretionary compensation from time to time, such as bonuses, but these
24 payments during certain pay periods when I worked overtime were not factored into my regular
25 rate. I was underpaid overtime as a result. As another example, I often did not receive compliant
26 meal and rest breaks which were late, interrupted or missed entirely. I also did not receive all the
27

1 meal and rest break premiums I was entitled to and when I did receive premium payments they
2 were often an incorrect amount.

3 6. I spoke to my attorneys several times and discussed how Johns Manville implemented its
4 company policies and procedures. I also assisted my attorneys in their investigation into my
5 claims by providing them documents and answering their questions. I reviewed the amended
6 complaint before it was filed and after it was filed I was given access to an electronic file sharing
7 program that alerted me via email when important documents were filed so that I could review
8 them and keep up with the developments in the case which I understood was one of my duties as
9 a class representative. I would also contact my attorneys from time to time if I had any questions
10 about the case.
11

12 7. Even though this action is in the process of settling, I was and remain prepared to
13 perform all the duties of a class representative. I understand that as a class representative I have
14 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
15 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
16 benefit of the class members and surrender any right to compromise the group action for an
17 individual gain.
18

19 8. I understood that being a plaintiff/class representative in this case meant that I was
20 seeking damages not only for myself but also other current and/or former non-exempt employees
21 working for Johns Manville in California who make up the class. I felt that these individuals
22 were not aware of their labor law rights and even if they were they would probably be
23 apprehensive about speaking up or even simply because of the time, effort and risk involved in
24 filing a class action lawsuit.
25

26 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
27

1 explained to me that if the case went to trial and we lost, I could be held responsible to pay for
2 all or part of the attorney fees and costs paid by Johns Manville to defend this lawsuit. Also, I
3 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold
4 it against me or downgrade me as a potential hire. As one of only four named Plaintiffs in this
5 case it would not be difficult for a future employer to become aware that I sued my employer
6 for labor law violations. Ultimately, I decided these risks were worth it and decided to fight for
7 my rights and the rights of others regardless of the risks, time and effort I spent on this case.
8

9 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept
10 up to date on important developments by reviewing court filings that were made available to me
11 electronically as I described above.
12

13 11. A mediation took place on May 17, 2024 with David Rotman, a well-respected and
14 experienced mediator of wage and hour class actions. After the mediation, the parties were able
15 to reach an agreement to settle the action. I communicated with my attorneys regarding the
16 terms of the settlement which was reached between the parties and understood that I was
17 representing absent class members and therefore wanted the best possible result to be obtained
18 for the class members and I believe a very positive result was in fact achieved via settlement. I
19 reviewed and signed the Memorandum of Understanding on June 21, 2024 and when the final
20 settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on
21 October 4, 2024.
22

23 12. I have been actively involved with this lawsuit performing the duties described above.
24 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
25 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
26 the settlement process. I estimate that I spent approximately 10-20 hours working on this case
27

1 up until this point. I believe I have been diligent and have done what is expected of a named
2 plaintiff and a proposed class representative to date and will continue to do so. I have and always
3 will maintain the best interests of the class members.

4
5 13. My attorneys explained to me that the settlement process involves a two-step review by
6 the Court to determine whether the settlement is fair before approving the settlement. I know
7 this process also involves notifying all class members of the settlement terms and of their rights
8 to make a claim for their settlement share, to opt out of the settlement or to object to the
9 settlement.

10 14. I believe I did the right thing by filing this case on behalf of the class members who,
11 subject to court approval, are in line to receive monetary payments as a result of this case and
12 settlement. This is money they may never have ever gotten if I did not pursue this action on their
13 behalf. I feel significant personal satisfaction to know that I played a role in the class members
14 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
15 the requested Class Representative Service Payment of \$5,000 from the settlement is fair
16 compensation for the work I performed and the risks I undertook.

17
18 15. As part of the settlement it was necessary for me to sign a general release of all claims I
19 may have against Johns Manville. I believe the Class Representative Service Payment I have
20 requested provides me with some compensation for this agreed release.

21
22 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
23 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
24 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
25 general release and in light of the size of the settlement, I believe the request for \$5,000 as a
26 Class Representative service payment is fair and reasonable.

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

3
4 Executed on 10/11/2024, at Willows, CA.
(city, state)

5
6 
Michael Rush (Oct 11, 2024 22:31 PDT)
Michael Rush