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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

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

20 Plaintiffs,

21 vs.

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

24 Defendants.

CASE NO.: **23CV03097**

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

Hearing Date: November 20, 2024
Hearing Time: 2:30 p.m.

Judge: Hon. Alicia Ekland
Dept.: 2

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

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for 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
6 could testify competently to the matters stated herein.

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Johns Manville
9 (“Defendant”), which motion seeks entry of an order: (1) 1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the Class, which is comprised of “all individuals who were employed by Defendant in
12 California and classified as non-exempt employees at any time during the Class Period”, which is
13 August 20, 2020 through November 20, 2024; (3) provisionally appointing Plaintiffs as the
14 representatives of the Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De
15 Blouw LLP as Class Counsel; (5) approving the form and method for providing class-wide notice;
16 (6) directing that notice of the proposed settlement be given to the Class; (7) appointing Apex Class
17 Action as Administrator, and (8) scheduling a final approval hearing date, proposed for April 16,
18 2025, to consider Plaintiffs’ motion for final approval of the settlement and for approval of
19 attorneys’ fees, expenses and the service awards. Attached hereto as Exhibit #1 is a copy of the
20 fully executed Class Action and PAGA Settlement Agreement (“Agreement”) along with exhibits
21 thereto. The form of the Agreement is based upon the Los Angeles County Superior Court model
22 form for a class and PAGA settlement. This Declaration incorporates by reference the definitions in
23 the Agreement, and all terms defined therein shall have the same meaning as set forth in the
24 Agreement.

25
26 Fairness of Settlement

27 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
28 of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the “Gross Settlement Amount”) is to be

1 paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all
2 issues pending in the Action between the Parties and will be made in full and final settlement of the
3 Released Class and PAGA Claims in exchange for the payments to Participating Class Members
4 from the Net Settlement Amount, and includes (a) the costs of administration of the settlement, (b)
5 all attorneys' fees and costs, (c) Class Representative Service Payment, and (d) the PAGA Penalties
6 payment allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.21.)
7 The following is a table of the key Settlement terms and the proposed deductions:

8 **\$750,000** (Gross Settlement Amount)

- 9 - \$25,000 (Plaintiffs' proposed service awards - not to exceed amount)
10 - \$40,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
11 - \$250,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
12 - \$20,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
13 - \$13,000 (Administration Expenses Payment - not to exceed amount)

14 **\$435,667** (Net Settlement Amount)

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

20 5. On May 17, 2024, the Parties participated in an all-day mediation with David
21 Rotman, a respected and experienced mediator of wage and hour class actions. In preparation for
22 the mediation, Defendant provided Class Counsel with payroll, time and employment data for the
23 Class, along with other information regarding the Class Members, various internal documents, and
24 other compensation and employment-related materials. Class Counsel analyzed the data with the
25 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief
26 to the mediator. The final settlement terms were negotiated and set forth in the Agreement now
27 presented for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this
28 Settlement is fair, reasonable and adequate.

1 6. Based upon 632 Class Members who worked an estimated 75,000 work weeks
2 (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$1,186 per Class
3 Member and \$10 per workweek and after deductions the Net Settlement Amount provides an
4 average recovery of \$636.07 per Class Member and a recovery of \$5.36 per workweek. The
5 calculations to compensate for the amount due for the Class at the time of the mediation were
6 calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at
7 issue in this Action, Plaintiff used the expert to analyze the data and determine the potential unpaid
8 wages for the employees. The maximum potential damages were calculated to be \$2,818,571 for
9 the alleged unpaid wages for off-the-clock work at one hour per week, \$30,234 for the alleged
10 unpaid overtime wages, \$27,228 for the alleged unpaid overtime wages due to the miscalculation of
11 the regular rate, \$22,127 for the alleged unpaid meal premiums and sick pay due to the alleged
12 miscalculation of the result rate, \$1,355,029 for alleged meal period damages based upon a 36.4%
13 potential violation rate for all shifts worked observed in the time records and after deduction for
14 meal premiums paid by Defendant, \$1,757,480 for alleged rest period damages based upon the same
15 36.4% potential violation rate for shifts worked and after deduction for rest premiums paid by
16 Defendant, and \$77,690 for alleged unreimbursed cell-phone expenses at \$5 per month. Decl.
17 Nordrehaug, ¶6. As a result, the total damage valuation was calculated that Defendant were subject
18 to a maximum damage claim in the amount of \$6,088,359. As to potential penalties, Plaintiff
19 calculated that potential waiting time penalties were a maximum of between \$1,970,709 and
20 \$1,970,709, depending on the predicate violation giving rise to the penalty, and potential maximum
21 wage statement penalties were \$1,816,000.¹ Defendant vigorously disputed Plaintiffs' calculations
22 and exposure theories and contends it complied with all applicable laws. Consequently, the Gross
23

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

1 Settlement Amount of \$750,000 represents more than 12% of the maximum value of the alleged
2 damages at issue in this case at the time this Settlement was negotiated.² Importantly, the recent
3 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs.,*
4 *Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage
5 statement penalties, even if wages were owed to the Class. The above maximum calculations
6 should then be realistically risk adjusted in consideration for both the risk of class certification and
7 the risk of establishing class-wide liability on all claims. Given the amount of the settlement as
8 compared to the potential value of claims in this case and the defenses asserted by Defendant, this
9 settlement is fair and reasonable.

10
11 Procedural History of the Litigation

12 7. On February 10, 2023, Plaintiff Martinez filed with the LWDA and served on
13 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations
14 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. The
15 PAGA Notice by Plaintiff Martinez is attached hereto as Exhibit #3 for the Court's reference.

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

26
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 is addressed in the Decl. Nordrehaug at ¶33.

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

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

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

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

27 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
28

1 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
2 documents and information in connection with the Action. On May 17, 2024, the Parties
3 participated in an all-day mediation presided over by David Rotman, a respected and experienced
4 mediator of wage and hour class actions. Following the mediation, the Parties agreed to settle the
5 Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of
6 Understanding. The Parties then negotiated the final terms of the settlement as set forth in the
7 Agreement. At all times, the negotiations were arm's length and contentious.

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

23 14. Class Counsel has conducted an investigation into the facts of the class action.
24 Both formal and informal discovery was obtained, which included the production of relevant
25 documents and data. Class Counsel engaged in a thorough review and analysis of the relevant
26 documents and data with the assistance of an expert. Accordingly, the agreement to settle did not
27 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
28 the likelihood of success on the merits and the results that could be obtained through further

1 litigation. In addition, Class Counsel previously negotiated settlements with other employers in
2 actions involving nearly identical issues and analogous defenses. Based on the foregoing data and
3 their own independent investigation, evaluation and experience, Class Counsel believes that the
4 settlement with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate
5 and is in the best interest of the Class in light of all known facts and circumstances, including the
6 risk of significant delay, defenses asserted by Defendant, and potential appellate issues.

7
8 Settlement Terms and Plan of Allocation

9 15. The Gross Settlement Amount is Seven Hundred Fifty Thousand Dollars (\$750,000).
10 (Agreement at ¶ 1.21.) Under the Settlement, the Gross Settlement Amount consists of the
11 following elements: (1) payment of the Individual Class Payments to the Participating Class
12 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
13 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs;
14 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.21.) The Gross Settlement Amount does
15 not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
16 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

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

22 17. The amount remaining in the Gross Settlement Amount after the deduction of
23 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
24 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
25 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
26 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
27 ¶¶ 1.27 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
28 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the

1 total number of Workweeks worked by all Participating Class Members during the Class Period and
2 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
3 3.2(e).) Workweeks will initially be based on Defendant's records, however, Class Members will
4 have the right to challenge the number of Workweeks.

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

16 19. A Participating Class Member must cash his or her Individual Class Payment check
17 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
18 180 days will be voided and any funds represented by such checks sent to the California Controller's
19 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
20 subject to the requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

21 20. Subject to Court approval, the Parties have agreed on Apex Class Action to
22 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator
23 will be paid for settlement administration in an amount not to exceed \$13,000. (Agreement at ¶
24 3.2(c).) Apex Class Action provided an estimate of \$11,500 for administration expenses.

25 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
26 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
27 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
28 Class Counsel Litigation Expenses Payment in an amount not to exceed \$430,000. (Agreement at ¶

1 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
2 to Plaintiff Martinez and not more than \$5,000 each to Plaintiffs Young, Adam, and Rush as the
3 Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

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

14
15 Risks of Continued Litigation and Standards for Approval

16 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
17 litigate and trying this Action against Defendant through possible appeals which could take several
18 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
19 especially in complex class actions such as this Action. Class Counsel is also mindful of and
20 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
21 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
22 Settlement set forth in the Agreement is in the best interest of the Class Members.

23 24. Here, a number of defenses asserted by Defendant present serious threats to the
24 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices
25 complied with all applicable Labor laws. Defendant argued that Class Members were paid for all
26 time worked and that all work time was properly recorded. Defendant maintained there was no
27 miscalculation of the regular rate when paying wages to the Plaintiffs and the Class. Defendant
28 contends that its meal and rest period policies fully complied with California law and that Defendant

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

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

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

28 27. Plaintiffs will apply to the Court for Class Representative Service Payments in

1 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
2 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel over the course
3 of litigation, and are giving a general release beyond the class release for this service award. The
4 Declarations of the Plaintiffs are submitted herewith in support. At this stage, the requested service
5 award amounts are within the accepted range of awards for purposes of preliminary approval. *See*
6 *e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
7 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v.*
8 *Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request
9 for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386
10 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was \$351); *Louie v.*
11 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding
12 \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*,
13 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class
14 action and a pool of \$100,000 in enhancements).

15 28. The stage of the proceedings at which this Settlement was reached also militates in
16 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
17 conducted a thorough investigation into the facts of the class action. Class Counsel began
18 investigating the Class Members' claims before the Action was filed, and during the course of
19 litigation, and Class Counsel engaged in both formal and informal discovery to obtain necessary
20 information. Class Counsel conducted a review and analysis of the relevant documents and data.
21 Class Counsel also has experience with these claims, as Class Counsel previously litigated and
22 settled similar claims in other actions. Accordingly, the agreement to settle did not occur until Class
23 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
24 success on the merits and the results that could be obtained through further litigation.

25 29. Based on the foregoing data and their own independent investigation and evaluation,
26 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
27 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
28 Class in light of all known facts and circumstances, including the risk of significant delay, defenses

1 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel
2 for both parties possessed sufficient information to make an informed judgment regarding the
3 likelihood of success on the merits and the results that could be obtained through further litigation.

4
5 Class Certification Issues

6 30. Plaintiffs contend that the proposed settlement meet all of the requirements for class
7 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
8 the Court may appropriately approve the Class as defined in the Agreement. This Court should
9 conditionally certify the Class for settlement purposes only, defined as follows:

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

12 (Agreement at ¶ 1.5.)

13 The Class Period is from August 20, 2020 to November 20, 2024.³ (Agreement at ¶ 1.13).

14 a. **Numerosity** - Here, Plaintiffs assert that the 632 current and former
15 employees that comprise the Class can be identified based on Defendant's records and are
16 sufficiently numerous for class certification.

17 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
18 questions of law and fact are present, specifically the common questions of whether Defendant's
19 employment practices were lawful, whether Defendant failed to provide meal and rest periods to
20 Class Members, whether Class members were lawfully compensated for all hours worked, whether
21 Defendant miscalculated the regular rate when paying Class Members wages, whether Defendant
22 failed to provide required expense reimbursement, and whether Class Members are entitled to
23 damages and penalties as a result of these practices. Plaintiffs contend that certification of this
24 Class is appropriate because Defendant allegedly engaged in uniform practices with respect to the

25
26
27 ³ This end date assumes that Preliminary Approval is granted on November 20, 2024, as
28 expected. If preliminary approval is not granted on this date, the Class Period will end on the earlier
of preliminary approval or 90 days from the execution of the Agreement.

1 Class Members. As a result, these common questions of liability could be answered on a class wide
2 basis.

3 c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement
4 is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendant as
5 non-exempt employees, and, like every other member of the Class, were subject to the same
6 employment practices. Plaintiffs, like every other member of the Class, also claim owed
7 compensation as a result of the Defendant's uniform company policies and practices. Thus, the
8 claims of Plaintiffs and the members of the Class arise from the same course of conduct by
9 Defendant, involve the same issues, and are based on the same legal theories.

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

23 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
24 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
25 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
26 experience. We have handled a number of class actions and complex cases and have acted both as
27 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
28 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits

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

22 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
23 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
24 “A” to the Agreement.) In accordance with the Agreement, Defendant will provide to the
25 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶ 4.2.)
26 Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice to all
27 Class Members via first-class U.S. Mail using the most current mailing address information
28 available. (Agreement at ¶ 8.4(b).) The Class Notice will include, among other information: (i)

1 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
2 opt out, including a description of the applicable release; (iii) information to the Class Members
3 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
4 Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be
5 sought; (v) the amount of the Plaintiffs' service award request; and (vi) the anticipated expenses of
6 the Administrator. The Class Notice will state that the Class Members shall have forty-five (45)
7 days from the date that the Class Notice is mailed to them (the "Response Deadline") to request
8 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.41, 8.5, 8.7.) Class
9 Members shall be given the opportunity to object to the Settlement and the request for attorneys'
10 fees and expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class
11 Members who do not submit a timely and proper request to opt-out will automatically receive a
12 payment of their Individual Class Payment. This notice program was designed to meaningfully
13 reach the Class Members and it advises them of all pertinent information concerning the Settlement.
14

15 33. The PAGA Claim -

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

28 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the

1 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
2 \$2,062,650 and \$4,125,300 for a single violation in every one of the 41,253 pay periods at issue in
3 the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
4 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
5 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
6 per pay period but without stacking.⁴ The PAGA allocation in the Settlement is the amount of
7 \$20,000. This allocation is justified by several important considerations. First, the PAGA claim
8 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
9 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
10 Defendant argued that significant PAGA penalties would be unlikely and would be reduced under
11 such particular “circumstances” under Cal. Labor Code §2699(e)(2) and/or “would result in an
12 award that is unjust, arbitrary and oppressive, or confiscatory” under Cal. Labor Code §2699(e)(2).
13 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
14 I am aware of one trial court which has so ruled. These additional defenses present a risk to the
15 PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded.
16 Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment
17 which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA
18 penalties awarded could be significantly less than Plaintiffs’ calculation even where Plaintiff
19 prevailed on the PAGA claim. Even if we assume that violations for all 41,253 pay periods were
20 established, using the valuation from *Carrington* results in a potential recovery of only \$206,265
21 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable percentage of
22 this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery
23 under the reasoning of the LWDA in *O'Connor v. Uber*.

24
25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$2,062,650 and \$4,125,300 is the civil penalty amount without stacking.
27 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed, and the recent amendments to the
PAGA statute cast further doubt on stacking of penalties.

1 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
2 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
3 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
4 approximately 2.6% of the total settlement value to resolve the PAGA claims applicable to the class
5 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
6 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
7 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
8 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
9 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
10 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
11 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
12 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for
13 PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
14 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
15 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
16 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
17 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
18 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
19 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
20 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
21 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
22 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*
23 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
24 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
25 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
26 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
27 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
28 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)

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

17
18 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
19 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
20 reasonable, and at the time of final approval, my firm will present lodestar to further support the
21 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
22 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
23 of the class action awards obtained by Class Counsel in similar employment actions throughout the
24 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
25 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
26 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
27 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
28 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class

1 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
2 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
3 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
4 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
5 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
6 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
7 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
8 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
9 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
10 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
11 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
12 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
13 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
14 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
15 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
16 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
17 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
18 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
19 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
20 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
21 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
22 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
23 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
24 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
25 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
26 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
27 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
28 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*

1 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
2 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
3 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
4 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
5 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
6 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
7 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
8 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
9 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County
10 Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a
11 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
12 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee
13 award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company*
14 (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-
15 third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp*
16 *Healtcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney
17 awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango*
18 *v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge
19 William Claster approved a one-third fee award in a wage and hour class action. On October 16,
20 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061)
21 Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On
22 October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside County Superior Court Case No.
23 CVRI2104986), Judge Harold W. Hopp awarded a one-third fee award in a wage and hour class
24 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior
25 Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and
26 hour class settlement. On November 20, 2023, in *Steele v. Legoland California* (San Diego County
27 Superior Court Case No. 37-2021-00052868), Judge Carolyn M. Caietti awarded a one-third fee
28 award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's*

1 *Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner
2 approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third
3 of the common fund is therefore reasonable in light of the fees that have been awarded in other
4 similar cases.

5
6 35. Class Representative Service Payments - The reasonableness of the requested service
7 award is also established by reference to the amounts that other California courts have found to be
8 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
9 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
10 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
11 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
12 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
13 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
14 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
15 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards
16 to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335,
17 Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v.*
18 *Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
19 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
20 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
21 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
22 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
23 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
24 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
25 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
26 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
27 2011)(awarding \$10,000 service award together with additional compensation for their general
28 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court

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

36. Potentially Related Other Actions - I am not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. (Agreement at ¶ 2.10.)

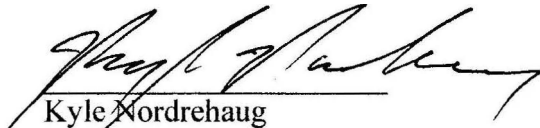
1
2 37. Administration - After seeking bids from qualified administrators, the estimate from
3 Apex Class Action is was selected, as it provided for an estimate of \$11,500 to perform the
4 settlement administration for up to 650 individuals, with any difference between the actual expenses
5 and the budget of \$13,000 to be retained in the Net Settlement Amount for distribution to the Class.
6 I have used Apex Class Action successfully as the administrator in more than twenty class
7 settlements in the last couple years and know them to be competent and experienced. My firm has
8 no relationship or connection with Apex Class Action, and thus no conflict of interest exists.
9 Submitted herewith is the Declaration of Sean Hartranft of Apex Class Action which includes the
10 estimate for administration from Apex Class Action for this matter.
11

12 Service on the LWDA:

13 38. At the same time as the filing and service of this declaration, I am also serving the
14 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
15 Settlement Agreement. This service is verified by the accompanying proof of service.
16

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct. Executed this 23rd day of October, 2024, at La Jolla, California.

19
20 By:


Kyle Nordrehaug

21 Attorney for Plaintiffs
22
23
24
25
26
27
28

EXHIBIT #1

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

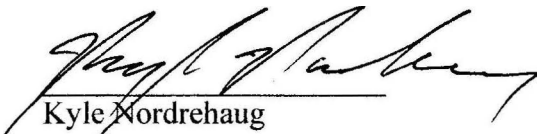
Dated: 10/01/2024 
Paul Adams (Oct 1, 2024 10:27 PDT)
Plaintiff Paul Adams

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

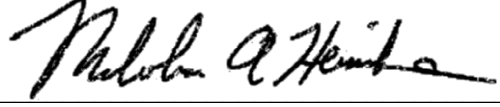
Dated: 10-2-2024

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

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

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

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FINAL APPROVAL ORDER AND JUDGMENT

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:
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FINAL APPROVAL ORDER AND JUDGMENT

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.**

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19 Dated: _____

20 _____
21 HON. ALICIA EKLAND
22 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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Tel: (858) 551-1223

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

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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)

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

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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

Trevor Moran

Associate Attorney

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

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

EXHIBIT #3

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WRITERS EXT:

1004

February 10, 2023
CA2876

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Johns Manville
Certified Mail #702224100002477762004
CSC - Lawyers Incorporating Service
Becky Degeorge
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), California Code of Regulations, Title 8, Section 1 1070(15) (Temperature) v Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Johns Manville in California, including any employees staffed with Johns Manville by a third party, and classified as non-exempt employees during the time period of February 10, 2022 until a date as determined by the Court. Our offices represent Plaintiff Fabian Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Johns Manville (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from October of 2013 to January of 2023 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid

duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Defendant further fails to regulate the internal temperature of their warehouses, except for the offices of managers. Plaintiff and other Aggrieved Employees, therefore, are required to work in extreme temperatures, both too hot and too cold, depending on the season, without relief. Defendant fails to maintain temperatures within its warehouses that provide reasonable comfort for Plaintiff and Aggrieved Employees that is consistent with industry-wide standards for the nature of the process and the work performed. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), California Code of Regulations, Title 8, Section 1 1070(15) (Temperature), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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6 Attorneys for Plaintiff

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

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

9
10 FABIAN MARTINEZ, an individual, on behalf of
himself and on behalf of all persons similarly
11 situated,

12
13 Plaintiff,

14 vs.

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

16
17 Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §§ 17200, *et*
seq.;

2. FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§ 1194,
1197 & 1197.1;

3. FAILURE TO PAY OVERTIME WAGES IN
VIOLATION OF CAL. LAB. CODE § 510;

4. FAILURE TO PROVIDE REQUIRED MEAL
PERIODS IN VIOLATION OF CAL. LAB.
CODE §§ 226.7 & 512 AND THE APPLICABLE
IWC WAGE ORDER;

5. FAILURE TO PROVIDE REQUIRED REST
PERIODS IN VIOLATION OF CAL. LAB.
CODE §§ 226.7 & 512 AND THE APPLICABLE
IWC WAGE ORDER;

6. FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN VIOLATION OF
CAL. LAB. CODE § 226;

7. FAILURE TO REIMBURSE EMPLOYEES
FOR REQUIRED EXPENSES IN VIOLATION
OF CAL. LAB. CODE § 2802;

8. FAILURE TO PROVIDE WAGES WHEN
DUE IN VIOLATION OF CAL. LAB. CODE §§
201, 202 AND 203; and,

9. FAILURE TO PAY SICK PAY WAGES IN
VIOLATION OF CAL. LAB CODE §§201-204,
233, 246.

DEMAND FOR A JURY TRIAL