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

13 **IN AND FOR THE COUNTY OF SANTA CLARA**

14 DAIJA WALKER and ADAM JOY,
15 individually and on behalf of other
16 individuals similarly situated,

17 Plaintiff,

18 vs.

19 CROSSROADS TRADING CO., INC,
20 a California corporation; and DOES 1
21 through 10, inclusive,

22 Defendants.

Case No. 23CV416909

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

Hearing Date: January 8, 2025

Hearing Time: 1:30 p.m.

[Hearing scheduled by Order dated August 26, 2024]

Judge: Hon. Theodore C. Zayner

Dept.: 19

Action Filed: June 6, 2023

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

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

1 Trading Co., Inc. ("Defendant") reached a full and final settlement of the above-captioned action, which
2 is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement,
3 the Gross Settlement Amount to be paid by Defendant is One Million One Hundred Four Thousand Eight
4 Hundred Six Dollars and Eighty-Five Cents (\$1,104,806.85), which is an increase of \$4,806.85 as a result
5 of the escalator provision. (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement
6 Amount consists of the following elements: (i) all Individual Class Payments and Individual PAGA
7 Payments; (ii) the LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and the Class Counsel
8 Litigation Expenses Payment; (iv) the Class Representative Service Payments; and (v) the Administration
9 Expenses Payment. (Agreement at ¶ 1.22.)

10 (b) The Gross Settlement Amount does not include Defendant's share of payroll taxes.
11 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
12 (Agreement at ¶ 3.1.)

13 (c) Within fourteen (14) days of the Effective Date, Defendant shall deposit the Gross Settlement
14 Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
15 Participating Class Members along with the other Court-approved distributions shall be made by the
16 Administrator within fourteen (14) days after Defendant fully funds the Gross Settlement Amount.
17 (Agreement at ¶ 5.1.)

18 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
19 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
20 Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
21 Administration Expenses Payment (the "Net Settlement Amount") shall be allocated to Participating Class
22 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2(e).) From the Net
23 Settlement Amount, the Individual Class Payment for each Participating Class Member will be calculated
24 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
25 Class Members during the Class Period and (b) multiplying the result by each Participating Class
26 Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will be calculated based on Defendant's
27 records; however, Class Members will have the right to challenge their number of Workweeks.

28 (e) Class Members were sent the Court approved Class Notice using the procedure approved by

1 the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
3 to any forwarding address provided or updated address located. See Declaration of Madely Nava, to be
4 filed after the December 16, 2024 Response Deadline. Class Members were provided with the
5 opportunity to exclude themselves or "opt out" if they did not want to participate in the settlement. *Id.*
6 Significantly, there have been no objections and no requests to opt-out. Currently, the entire Class
7 (100.00%) will participate in the Settlement and will be sent a settlement check. All Aggrieved
8 Employees, including any who submit an opt-out request, still will receive an Individual PAGA Payment
9 and will release the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶
10 6.3 and 8.5(d)) Finally, the Class Notice will advise the Class Members of their right to object to the
11 Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

12 (f) A Participating Class Member must cash the check for his or her Individual Class Payment
13 (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed. (Agreement at ¶ 5.2.)
14 Any settlement checks not cashed within 180 days will be voided and any funds represented by such
15 checks sent to a *cy pres* recipient, and the Parties propose the Children's Advocacy Institute to be the *cy*
16 *pres* recipient in compliance with requirements of California Code of Civil Procedure Section 384, subd.
17 (b).¹

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

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25

26 ¹ The Agreement initially provided for funds to go to the Controller's Unclaimed Property Fund,
27 however, the Parties have stipulated to change this to a *cy pres* procedure and designated the
28 Interdisciplinary Center for Healthy Workplaces. See Stipulation Regarding Cy Pres, filed on or about
August 21, 2024.

1 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
2 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
3 Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶ 3.2(b).) The
4 Agreement provides for a payment of no more than \$10, 000 to each of the Plaintiffs as their Class
5 Representative Service Payments (Agreement at ¶ 3.2(a)). In support of this separate requests for
6 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
7 support, for these requests, including lodestar.

8 (i) Subject to Court approval, Twenty-two Thousand Dollars (\$22,000) will be paid from the
9 Gross Settlement Amount in settlement of Plaintiffs' claim for civil penalties under the California Labor
10 Code Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698, et seq. Pursuant to the
11 express requirements of Labor Code § 2699(i), the PAGA Penalties payment shall be allocated as follows:
12 75% (\$16,500) shall be allocated to the LWDA as its share of the civil penalties and 25% (\$5,500)
13 allocated to the Aggrieved Employees and distributed as Individual PAGA Payments based on the number
14 of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof
15 of service, the LWDA has been served with this motion and the Agreement.

16 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
17 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
18 is "fair, adequate, and reasonable." (Preliminary Approval Order at pp. 2, 4.) In sum, the Settlement
19 valued at \$532,500 is an excellent result for the Class. This result is particularly favorable in light of the
20 fact that liability and class certification in this case were far from certain in light of the defenses asserted
21 by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
22 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
23 reasonable and adequate, and should be finally approved.

24
25 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
26 dated August 26, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
27 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On October
28 15, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which

1 provided each class member with the terms of the Settlement, including notice of the claims at issue and
2 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
3 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
4 amount to that individual. See Declaration fo Madely Nava. In disseminating the notice, the
5 Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order.
6 Significantly, there have been no objections and no requests to opt-out. As such, the entire Class
7 (100.00%) will participate in the Settlement and will be sent a settlement check.

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

17
18 6. Procedural History of the Litigation

19 (a) On February 9, 2023, Plaintiff Daija Walker filed with the LWDA and served on
20 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to
21 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. On June
22 6, 2023, plaintiff Daija Walker filed a representative action complaint against Defendant in the Superior
23 Court of California, County of Santa Clara seeking civil penalties pursuant to Labor Code § 2699, et seq.
24 ("PAGA") for seq. for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a),
25 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
26 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8,
27 Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s) ("Walker Action").

28 (b) On November 1, 2023, plaintiff Adam Joy filed a class action complaint against Defendant

1 in the Superior Court of the State of California, County of Los Angeles ("Joy Action"). Plaintiff Joy's
2 complaint asserted claims against Defendant for violations of Labor Code §§ 200, 201, 202, 203, 204
3 et seq., 210, 218.5, 221, 223, 226(a), 226.7, 246, 500, 510, 512, 516, 1174, 1194, 1194.2, 1197, 1198,
4 2698, 2699, 2699.3, 2802, the California Business and Professions Code, and applicable wage orders.
5 On January 18, 2024, plaintiff Adam Joy filed a first amended complaint in the Joy Action adding a cause
6 of violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq.

7 (c) As part of this Settlement, the Parties stipulated to the filing of a First Amended Complaint
8 in the Walker Action which added Adam Joy as a named plaintiff and also added the claims alleged in
9 the Joy Action. The First Amended Complaint was filed on April 25, 2024 and is the operative complaint
10 in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint,
11 denies any failure to comply with the laws identified in the Operative Complaint and denies any and all
12 liability for the causes of action alleged.

13 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
14 including production of documents, class data, and other information, allowing for the full and complete
15 analysis of liabilities and defenses to the claims in the Action. Plaintiffs obtained informal discovery,
16 which included the production and analysis of hundreds of pages of documents. The information for
17 mediation obtained by Plaintiffs included: (1) data concerning the composition of the Class; (2) payroll
18 data for the Class and time punch data for the Class which covered 1,027 class members, 123,124 shifts
19 and 35,132 workweeks; (3) Defendant's wage and hour policies and job descriptions; (4) the employment
20 file for the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such, Class
21 Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert to
22 prepare the valuations of the claims for the Class.

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

1 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation.
2 Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and
3 information in connection with the Action. On February 27, 2024, the Parties participated in an all-day
4 mediation presided over by Lynn Frank, a respected and experienced mediator of wage and hour class
5 actions. Following the mediation, each side, represented by its respective counsel, were able to agree to
6 settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
7 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
8 At all times, the negotiations were arm's length and contentious.

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

23 (h) Class Counsel has conducted a thorough investigation into the facts of the class action.
24 Over the course of more than a year, Class Counsel diligently evaluated the Class Members' claims
25 against Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel
26 with access to necessary documents and information for the Class. In addition, Class Counsel has
27 previously negotiated settlements with other employers in actions involving nearly identical issues and
28 analogous defenses. Based on the informal discovery and their own independent investigation, evaluation

1 and experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
2 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
3 facts and circumstances, including the risk of significant delay, the risk that the claims would not be
4 allowed to proceed on a class or representative basis, the defenses asserted by Defendant, and potential
5 appellate issues.

6

7 7. History of Settlement Discussions

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

14 (b) The Parties attended an arms-length mediation session with Lynn Frank, Esq., a respected
15 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
16 for the mediation, Defendant provided Class Counsel with necessary information, including the Class
17 payroll and timekeeping data. Plaintiffs analyzed the data with the assistance of a damages expert, Berger
18 Consulting, and prepared and submitted a mediation brief and damage valuation to the Mediator.
19 Following the all-day mediation, the Parties agreed to the Settlement, which was memorialized in the
20 form of a Memorandum of Understanding.

21 (c) From March 2024 to July 2024, the settlement agreement and exhibits thereto were
22 finalized and executed. On August 26, 2024, the Court granted the Motion for Preliminary Approval, and
23 entered the Order granting preliminary approval of the settlement as fair and reasonable to the Class.

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

26

27

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

1 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
2 Plaintiffs and the other Class Members. Defendant maintains that its practices complied with all
3 applicable wage and hour laws. Defendant maintains that all Class Members' work time was properly
4 recorded and compensated and that there was no miscalculation of the regular rate. Defendant contends
5 that its meal and rest period policies and practices provide Class Members with meal and rest periods and
6 that the payment of meal premiums is evidence of Defendant's legal compliant practices. As to expense
7 reimbursement, Defendant maintains that it did not fail to provide reimbursement for necessary business
8 expenses because, among other things, employees are not required to use their personal cell phones to
9 perform their work. Defendant could argue that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th
10 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's*
11 *Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiffs' claims in terms of liability and value,
12 and preclude claims from proceeding on a class or representative basis. Defendant also maintains that
13 a good faith dispute and absence of willfulness would negate the claims for waiting time penalties and/or
14 failure to provide accurate itemized wage statements. *See e.g. Naranjo v. Spectrum Sec. Servs., Inc.*, 15
15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith believed it was providing a
16 complete and accurate wage statement in compliance with the requirements of section 226, then it has
17 not knowingly and intentionally failed to comply with the wage statement law.") If successful,
18 Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs
19 believe that these defenses could be overcome, Defendant maintains these defenses have merit and
20 therefore present a serious risk to recovery by the Class.

21 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
22 to obtain class certification and thereby not recover on behalf of any employees other than themselves
23 Defendant argued that the individual experience of each putative class member varied with respect to the
24 claims, which would preclude the claims from proceeding on a class basis. For instance, Plaintiffs' meal
25 and rest period claims would require individualized inquiries into whether each employee took a
26 compliant meal or rest period on a given shift and, if not, why. Plaintiffs are aware of other cases where
27 class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885
28 (2019) (denying certification of rest break claims). Defendant also argued that the existence of arbitration

1 agreements would bar and/or limit class certification. Finally, even if class certification was successful,
2 as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Association*,
3 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where a
4 class has been certified. While other cases have approved class certification of wage and hour claims,
5 class certification in this Action would have been hotly disputed and was by no means a foregone
6 conclusion.

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

21 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
22 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
23 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
24 to the value of the claims. Based upon 1,663 Class Members who collectively worked 80,619
25 Workweeks, the Gross Settlement Amount provides a value of \$664 per Class Member and \$13.70 per
26 Workweek and, after deductions, the Net Settlement Amount provides an average recovery of \$391.18
27 per Class Member and \$8.06 per Workweek. The calculations to compensate for the amount due to the
28 Class Members at the time the Settlement was negotiated were calculated by Plaintiffs' expert, Berger

1 Consulting, in advance of mediation. Class Counsel analyzed the data for putative class members and
2 determined the potential maximum damages for the class claims. For the Class, the maximum value of
3 the claim for unpaid wages due to the alleged miscalculation of the regular rate applicable to overtime
4 pay, sick pay and meal premiums was \$6,814, the maximum value of the claim for unpaid wages due to
5 alleged off-the-clock work was \$1,691,294, the maximum potential damages for alleged meal period
6 violations were estimated to be \$1,001,888 based upon a 19.4% violation rate observed in the time
7 records and after deduction of meal premiums already paid by Defendant, the maximum potential
8 damages for alleged rest period violations were estimated to be \$970,838 based upon the same 19.4%
9 potential violation rate observed for meal periods, and the maximum potential damages for the alleged
10 failure to reimburse business expenses were calculated to be \$97,335 based upon \$5 per month. In total,
11 the damages for the Class were calculated to have a maximum potential total value of \$3,768,169. In
12 addition, Plaintiffs calculated that the maximum value of the potential waiting time penalties were
13 between \$87,058 and \$4,752,570, depending on the predicate violations, and the maximum value of the
14 potential wage statement penalties were \$3,885,300.² Consequently, the Gross Settlement Amount
15 represents more than 29% of Plaintiffs' calculation of the potential maximum damages at issue for the
16 Class in this case, assuming these amounts could all be proven in full at trial. Importantly, the recent
17 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
18 15 Cal.5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement
19 penalties, even if wages were owed to the class. The maximum calculations should then be realistically
20 risk-rated in consideration for both the risk of class certification and the risk of establishing class-wide
21 liability on all claims. Given the amount of the Settlement as compared to the potential value of the

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25 ² While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
26 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
27 asserted by Defendant, including but not limited to, a good-faith dispute defense as to whether any
28 premium wages for meal or rest periods or other wages were owed given Defendant's position that
Plaintiffs 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 claims, the Settlement is most certainly fair and reasonable.³ Clearly, the goal of this litigation has been
2 met.

3 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
4 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
5 defenses both to liability and to class certification. The maximum and average Class Member allocation
6 will be set forth in the forthcoming Declaration of Madely Nava (Administrator). Given the complexities
7 of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
8 reasonable and adequate, and should be finally approved.

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

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

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

17 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
18 fund settlement to be paid by Defendant to the Class in the amount of One Million One Hundred Four
19 Thousand Eight Hundred Six Dollars and Eighty-Five Cents (\$1,104,806.85), which is an increase of
20 \$4,806.85 as a result of the escalator provision. (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement,
21

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

1 the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount
2 as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully
3 requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross
4 Settlement Amount.

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

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

15
16 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
17 Created for the Benefit of the Class

18 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
19 of the Gross Settlement Amount of \$1,104,806.85, which equals \$368,268.95 for attorneys' fees. As part
20 of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
21 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000. Finally,
22 Defendant also agreed that Plaintiffs can be awarded Class Representative Service Payments in the
23 amount of no more than \$10,000 each, as their service awards under the Agreement.

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

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

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

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

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

1 and communicating with and responding to opposing counsel's and class members' requests and
2 inquiries.

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

7 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
8 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
9 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
10 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
11 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
12 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
13 Counsel advanced more than \$22,000 in costs which could not have been recovered if this case had been
14 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
15 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
16 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
17 Plaintiff also support the requested awards.

18 (i) In this case, the reasonableness of the requested attorneys' fee of one-third equal to
19 \$368,268.95 is also established by reference to Class Counsel's lodestar in this matter. **The**
20 **contemporaneous billing records for Class Counsel evidence that through December 12, 2024, Class**
21 **Counsel's total combined lodestar is \$223,727.50, with significant additional fees still to be incurred**
22 **to complete final approval and the settlement process.** The requested fee award is therefore currently
23 equivalent to Class Counsel's total lodestar without a reasonable multiplier of less than 1.7, and there will
24 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
25 settlement distribution and reports. Such a multiplier is within the range of multipliers approved in other
26
27
28

1 cases such as *Laffitte* and *Vizcaino*.⁴ As evidenced by the billing, Class Counsel's work was efficiently
2 performed and highly successful, and Class Counsel should not be punished for efficient and successful
3 litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is
4 justified under California law.

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

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

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

1 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
2 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
3 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
4 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
5 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
6 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
7 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
8 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
9 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
10 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
11 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
12 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
13 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
14 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
15 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
16 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
17 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
18 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
19 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
20 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
21 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
22 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
23 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
24 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
25 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
26 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
27 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
28 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento

1 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
2 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
3 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
4 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
5 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
6 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
7 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
8 a wage and hour class settlement.

9 12. **The contemporaneous billing records for Blumenthal Nordrehaug Bhowmik De**
10 **Blouw evidence that through December 12, 2024, my firm's total lodestar is \$147,747.50**, with
11 significant additional fees still to be incurred to complete final approval and the settlement process. From
12 March 9, 2023 to December 12, 2024, my firm worked on this matter for over 193 hours, with hourly
13 rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the
14 amount of \$147,747.50. The requested fee award is therefore represents a lodestar crosscheck when
15 compared to Class Counsel's total combined lodestar with a reasonable multiplier of less than 1.7 and
16 there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage
17 the settlement distribution and reports. A detailed breakdown of the total fees and the services performed
18 by the firm on this case is attached hereto as Exhibit #3. In addition, Class Counsel will be performing
19 significant additional work that is not included in this lodestar amount, including finalizing the final
20 approval motion, attending the hearing on final approval, and monitoring completion of the settlement
21 process. I expect this additional work will result in \$20,000 in additional lodestar for my firm. The rates
22 charged by my firm are in line with the prevailing rates of attorneys in the local legal community for
23 similar work and, if this were a commercial matter, these are the charges that would be made and
24 presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
25 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
26 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout California,
27 including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
28

1 Birotte Jr. explicitly found that Class Counsel’s “rates generally appear reasonable and ‘in line with those
2 prevailing in the [relevant] community’—the Central District of California”. Finally, the reasonableness
3 of Class Counsel’s hourly rates is further confirmed by comparing such rates with the rates of comparable
4 counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey.
5 See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal.
6 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543
7 average associate billing rate” are reasonable rates when compared within 21 other firms practicing in
8 the Southern District of California.) This survey is useful to show that Class Counsel’s rates are in line
9 with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer
10 Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In
11 another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases
12 prosecuted by Class Counsel, in years past charged rates as high as \$875 for partners and \$535 for
13 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, historically
14 charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged
15 by Class Counsel for comparable work are less than these examples, and are therefore undoubtedly
16 reasonable. Therefore, the requested fee award as a percentage of the fund is supported by the currently
17 lodestar incurred, and will be a lower multiplier by the completion of the settlement. The requested
18 award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

19
20 Litigation Expenses

21 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
22 Counsel Litigation Expenses Payment of not more than \$25,000.” Class Counsel have incurred combined
23 expenses of \$22,034.49 based upon counsel's billing records; therefore, this requested amount of
24 \$22,034.49 is equal to the amount actually incurred by Class Counsel. The litigation expenses incurred
25 by Blumenthal Nordrehaug Bhowmik De Blouw total \$19,861.25 and include the expenses incurred for
26 filing fees, mediation expenses, expert expenses (Berger Consulting), attorney service charges
27 (OneLegal), and research charges (LexisNexis), all of which are costs normally billed to and paid by the
28

1 client. The details of the litigation expenses incurred are set forth in Exhibit #3. These costs were
2 reasonably incurred in the prosecution of the Action.

3
4 Service Award

5 14. For their service as the only class representatives, Plaintiffs should be awarded the agreed
6 service award of \$10,000 each in accordance with the Agreement for their time, risk and effort expended
7 on behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to these
8 payments and there have been no objections to the requested service awards. The Plaintiffs' Declarations
9 in support of these requests are attached as Exhibits #5 and 6. In addition, the updated Declaration of
10 Plaintiff Joy is filed herewith as requested by the Court at preliminary approval. As the representatives
11 of the Class, Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs
12 worked extensively with Class Counsel during the course of the litigation, responding to numerous
13 requests, searching for documents, working with counsel, and reviewing the settlement documentation.
14 As set forth in the Agreement, the Plaintiffs are also providing a comprehensive release as part of the
15 Settlement, far beyond the class release. The declaration of Plaintiffs detail the involvement, stress and
16 risks they undertook as a result of this Action. The Plaintiffs also assumed the serious risk that they might
17 possibly be liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted"
18 by other future employers for having filed a class action on behalf of fellow former employees. Without
19 the Plaintiffs' participation, cooperation and information, no other employees would be receiving any
20 benefit. The payment of service awards to successful class representatives is appropriate and the amount
21 of \$10,000 is well within the currently awarded range for similar settlements. The requested awards are
22 also reasonable by reference to the amounts that other California courts have found to be reasonable in
23 wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS
24 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
25 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019)
26 (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168
27 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health*
28

1 *Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of
2 six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
3 173698 (approving \$10,000 service award where class member recovery was \$375); *Ontiveros v. Zamora*,
4 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought
5 a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS
6 8476 at *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action);
7 *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar.
8 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197
9 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*
10 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
11 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.
12 BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker*
13 *v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding
14 \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*,
15 Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service
16 award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
17 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
18 Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*
19 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
20 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
21 BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill*
22 *v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
23 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
24 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
25 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
26 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
27 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
28

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 Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

15. The requested service awards are also reasonable in light of the reputational risk that Plaintiffs assumed in bringing this action against her former employer. Plaintiffs put their future employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" them for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed

1 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
2 exists that allows employers to run extensive background searches on potential employees. Companies
3 who provide these services specifically highlight the fact that their services allows employers to weed out
4 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
5 a prospective employee is likely to sue" the employer, through background checks and other means, to
6 screen out these employees.⁵ Onicra Credit Rating Agency states: "Background screening has become
7 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
8 employers simply cannot afford to hire employees who will put their company at risk."⁶ PreciseHire also
9 offers employment screening and similarly warns: "with today's business climate being extremely
10 competitive and highly litigious, conducting pre employment background checks has become a
11 necessity."⁷

12 16. As a result, Class Counsel respectfully requests approval of the application for award of
13 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
14 expenses in the amount of \$22,034.49 and approval of the requested service awards to the Plaintiffs.

15 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
16 The Class Counsel Fees Payment awarded shall be allocated as follows: 75% to Blumenthal Nordrehaug
17 Bhowmik De Blouw LLP and 25% to Bradley/Grombacher, LLP.

18
19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed this 12th day of December, 2024, at San Diego, California.

21 /s/ Norman Blumenthal
22 NORMAN B. BLUMENTHAL
23
24

25 ⁵ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁶ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁷ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

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)

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Associate Attorney

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

Admitted: 2010, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

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Admitted: 2011, California; 2016 Arizona

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Admitted: 2020, New Mexico

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Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between plaintiffs Daija Walker and Adam Joy (“Plaintiffs”) and defendant Crossroads Trading Co., Inc. (“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 lawsuits alleging wage and hour violations against Defendant captioned *Walker v. Crossroads Trading Co., Inc.*, Case No. 23CV416909, initiated on June 6, 2023, and pending in Superior Court of the State of California, County of Santa Clara and *Joy v. Crossroads Trading Co., Inc.*, Case No. 23STCV26727, initiated on November 1, 2023, and pending the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Marcus Bradley, Kiley Grombacher and Lirit King of Bradley/Grombacher, LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the

Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information for which Defendants will use their best efforts to provide, including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from November 1, 2019, to the earlier of Preliminary Approval or May 27, 2024.
- 1.14. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Actions seeking Court approval to serve as the Class Representatives.
- 1.15. “Class Representative Service Payment” means the service payment made to 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.
- 1.16. “Court” means the Superior Court of California, County of Santa Clara.
- 1.17. “Defendant” means Crossroads Trading Co., Inc.

- 1.18. “Defendant’s Counsel means Robert H. Pepple and Alejandro Castro of Nixon Peabody LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the court day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the court day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million and One Hundred Thousand Dollars (\$1,100,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least on day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from February 9, 2022, to the earlier of Preliminary Approval or May 27, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means plaintiff Daija Walker’s February 9, 2023 letter to Defendant and the LWDA and plaintiff Adam Joy’s November 1, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (currently \$5,500) and the 75% to LWDA (currently \$16,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Daija Walker and Adam Joy, the named plaintiffs in the Actions.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint or PAGA Notices which occurred during the Class Period, including claims for violations of Labor Code Sections 200, 201, 202, 203, 204, 210, 218.5, 221, 223, 226(a), 226.7, 246, 500, 510, 512, 516, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, California Business and Professions Code, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and all other applicable Wage Order(s). 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.

1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notices, which occurred during the PAGA Period, including claims for violations of Labor Code Sections 200, 201, 202, 203, 204, 210, 218, 221, 223, 226(a), 226.7, 227.3, 246, 510, 512, 515, 520, 558(a)(1)(2), 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699.3, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and all other applicable Wage Order(s). The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

1.40. “Released Parties” means: Defendant and each of its former and present parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and their current, former, and future owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or legal representatives, both individually and in their business capacities, and any individual or entity who or which could be jointly liable with Defendants and all persons or entities acting by, through, under or in concert with any of them, including but not limited to any and all staffing agencies and professional employment organizations that supplied employees to Defendants, or performed professional employment organization services, as applicable, Doe Defendants, and anyone that can be held legally responsible for the claims alleged in the Operative Complaint.

1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails

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

1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

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

2. RECITALS

2.1. On June 6, 2023, plaintiff Daija Walker filed a representative action complaint against Defendant in the Superior Court of California, County of Santa Clara seeking civil penalties pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s) (“*Walker Action*”).

2.2. On November 1, 2023, plaintiff Adam Joy filed a class action complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (“*Joy Action*”). Plaintiff Joy’s complaint asserted claims against Defendant for violations of Labor Code §§ 200, 201, 202, 203, 204 et seq., 210, 218.5, 221, 223, 226(a), 226.7, 246, 500, 510, 512, 516, 1174, 1194, 1194.2, 1197, 1198, 2698, 2699, 2699.3, 2802, the California Business and Professions Code, and applicable wage orders.

2.3. On January 18, 2024, plaintiff Adam Joy filed a first amended complaint in the Joy Action adding a cause of violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.4. On February 27, 2024, the Parties participated in an all-day mediation presided over by Lynn Frank, 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.

- 2.5. On April 22, 2024, the Parties filed a stipulation for leave to file a First Amended Complaint in the *Walker* Action which added Adam Joy as a named plaintiff and also added the claims alleged in the *Joy* Action. The First Amended Complaint in the *Walker* Action is the operative complaint in the Actions (the “Operative Complaint”).
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.7. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ 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. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiffs or the Class have merit or that Defendant 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 Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.
- 2.9. The Parties, Class Counsel and Defendant’s Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,100,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' request for 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 Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments and indemnify and hold Defendant and the Released Parties harmless from any tax liability or penalties whatsoever that may arise from this Settlement.
- (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 \$366,666, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. 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 Plaintiffs' 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. 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. The payment of the Class Counsel Fees Payment shall be made as follows: 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP (currently estimated to be \$275,999.99), and 25% Bradley/Grombacher, LLP (currently estimated to be \$91,666.66). Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$19,000 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 \$19,000, 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 \$22,000 to be paid from the Gross Settlement Amount, with 75% (\$16,500) allocated to the LWDA PAGA Payment and 25% (\$5,500) 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 (\$5,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period 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.
 - iii. Aggrieved Employees are not permitted to opt-out of the receipt of PAGA Penalties regardless of whether they are a Participating or Non-Participating Class Member.
- (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. 15% 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. 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 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 1,467 Class Members who collectively worked a total of 73,000 Workweeks, and 1,027 Aggrieved Employees who worked a total of 21,909 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. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 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 Payments.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. 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 ("CCP") 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.

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 release claims against all Released Parties as follows:

6.1. Plaintiffs' 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 that occurred during the Class Period, including, but 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, Plaintiffs' PAGA Notices ("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. 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 Plaintiff's discovery of them.

- (a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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, and assigns, 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. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant 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. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

- 7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defendant's 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 Plaintiff, Class Counsel or Defendant's Counsel; (v) a signed declaration from Plaintiff 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, Plaintiffs 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.
- 7.3. Responsibilities of Counsel. Class Counsel and Defendant's 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.
- 7.4. 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 Defendant's 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 Defendant's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator. 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 with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (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, Defendant's 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 his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (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 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 allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defendant's 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 no 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 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 Defendant's 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) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defendant's 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 provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) 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 Defendant’s 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.
- (f) 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 Defendant’s 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 Defendant’s 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. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. Should the Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% of the estimate stated herein in paragraph 4.1 (i.e., if the total Workweeks exceed 80,300), Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of Workweeks exceed 80,300, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in the number of workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 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 Defendant's 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 Defendant's Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defendant's 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 CCP 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 reflected 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 CCP 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 Defendant's 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 Defendant's 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. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defendant's Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,

or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 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.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first court day thereafter.

13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

Marcus Bradley
Kiley Grombacher
Lirit King
Bradley/Grombacher, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Tel.: (805) 270-7100
Fax: (805) 270-7589
E-Mail: mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com
lking@bradleygrombacher.com

To Defendant:

Robert H. Pepple
Alejandro Castro
Nixon Peabody LLP
300 South Grand Ave., Suite 4100
Los Angeles, CA 90071
Tel.: (213) 629-6140
Fax: (833) 778-3212
E-Mail: rpepple@nixonpeabody.com
acastro@nixonpeabody.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of

them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to 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 February 27, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defendant's 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: Apr 24, 2024

Daija Walker
Daija Walker (Apr 24, 2024 11:43 PDT)
Plaintiff Daija Walker

Dated: _____

Plaintiff Adam Joy

Dated: 4/30/2024

Anna Bersacca [name]
For Defendant Crossroads Trading Co., Inc.

Dated: 4/24/24

Kyle Nordrehaug
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Marcus Bradley
Bradley/Grombacher, LLP
Attorney for Plaintiffs

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.

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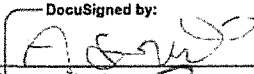
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

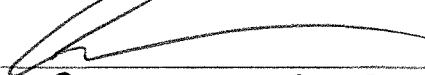
Dated: _____

Plaintiff Daija Walker

Dated: 4/24/2024

DocuSigned by:

 Plaintiff Daija Walker

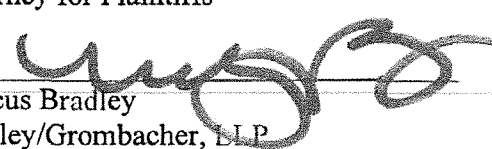
Dated: 4/30/2024


 Arana Boudreau [name]
 For Defendant Crossroads Trading Co., Inc.

Dated: _____

Kyle Nordrehaug
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 Attorney for Plaintiffs

Dated: 4/24/24


 Marcus Bradley
 Bradley/Grombacher, LLP
 Attorney for Plaintiffs

Dated: 5/2/2024



Robert H. Pepple
Nixon Peabody LLP
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

*Walker v. Crossroads Trading Co., Inc., Superior Court of the State of California,
County of Santa Clara, Case No. 23CV416909*

The Superior Court for the State of California authorized this Notice.

READ IT CAREFULLY!

It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Crossroads Trading Co., Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Daija Walker and Adam Joy (“Plaintiffs”) and seeks payment of (1) wages and other relief for the Class of all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period, which is November 1, 2019 to May 27, 2024 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period, which is February 9, 2022 to May 27, 2024 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties is estimated to be <<\$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalties, then according to Defendant’s records you are not eligible for a share of the PAGA Penalties under the Settlement because you did not work for Defendant during the PAGA Period.)

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 already 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. You will be deemed to have carefully read and understood this

Notice. 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 payments under the Settlement and in exchange requires Class Members 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 three 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 a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion. 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 remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Settlement.** You may object to the Class Settlement, either in writing or verbally at the hearing. In order to object to the Class Settlement, you must remain in the Class. Instructions on how to object are provided below. You cannot object to the PAGA portion of the proposed Settlement.
- (4)

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 a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating
The Response Deadline	

is _____.	Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to 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 but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline (_____)	All Class Members who do not opt-out (“Participating Class Members”) can object to the class 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 1:30 p.m., at the Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, in Department 19 before Judge Theodore C. Zayner. This hearing may change as explained below in Section 9. Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by

()	. See Section 5 of this Notice.
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1. Why did I get this Notice?

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

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

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

The “Class Period” is November 1, 2019 to May 27, 2024.

2. What is this class action lawsuit about?

On June 6, 2023, plaintiff Daija Walker filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Santa Clara, asserting a single cause of action for violation of the Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”), seeking civil penalties for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), Case No. 23CV416909 (hereinafter “*Walker* Action”).

On November 1, 2023, plaintiff Adam Joy filed a class action complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (“*Joy* Action”). Plaintiff Joy’s complaint asserted claims against Defendant for violations of Labor Code §§ 200, 201, 202, 203, 204 et seq., 210, 218.5, 221, 223, 226(a), 226.7, 246, 500, 510, 512, 516, 1174, 1194, 1194.2, 1197, 1198, 2698, 2699, 2699.3, 2802, the California Business and Professions Code, and applicable wage orders.

On April 25, 2024, Plaintiffs filed a First Amended Class Action Complaint in the *Walker* Action which added Adam Joy as a named plaintiff and also added the claims alleged in the *Joy* Action. The First Amended Complaint in the *Walker* Action is the operative complaint (the “Operative Complaint”).

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Class Members any wages allegedly due at the time of their termination; that Defendant did not fail to reimburse Class Members for required expenses; that Defendant

complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; that Defendant otherwise complied with all applicable state, federal, and local laws, and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms Blumenthal Nordrehaug Bhowmik De Blouw LLP and Bradley/Grombacher, LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million and One Hundred Thousand Dollars (\$1,100,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, 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 shall fully fund the Gross Settlement Amount no later than 14 days after the Effective Date. The Effective Date is the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and 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, 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 Payments.

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 \$19,000, 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 \$366,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$25,000. 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. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing. The Class Counsel Fees Payment shall be allocated: 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 25% Bradley/Grombacher, LLP.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the two Plaintiffs, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$22,000 relating to Plaintiffs' claim under PAGA, \$16,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$5,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (February 9, 2022 to May 27, 2024).

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 all payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$647,334. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period

and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

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. Fifteen Percent (15%) 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-Five Percent (85%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged non-wages, expense reimbursement, interest and penalties (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. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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 Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks remitted to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, 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 facts

stated in the Operative Complaint or PAGA Notices which occurred during the Class Period, including claims for violations of Labor Code Sections 200, 201, 202, 203, 204, 210, 218.5, 221, 223, 226(a), 226.7, 246, 500, 510, 512, 516, 1174, 1194, 1194.2 1197, 1197.1, 1198, 2802, California Business and Professions Code, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), and all other applicable Wage Order(s). 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 or 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 Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, 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, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notices, which occurred during the PAGA Period, including claims for violations of Labor Code Sections 200, 201, 202, 203, 204, 210, 218, 221, 223, 226(a), 226.7, 227.3, 246, 510, 512, 515, 520, 558(a)(1)(2), 1182.11, 1182.12, 1194, 1194.2 1197, 1197.1, 1198, 2698, 2699.3, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), and all other applicable Wage Order(s). The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and their current, former, and future owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or legal representatives, both individually and in their business capacities, and any individual or entity who or which could be jointly liable with Defendants and all persons or entities acting by, through under or in concert with any of them, including but not limited to any and all staffing agencies and professional employment organizations that supplied employees to Defendants, or performed professional employment organization services, as applicable, Doe Defendants, and anyone that can be held legally responsible for the claims alleged in the Operative Complaint.

5. How much will my payment be?

Defendant's records reflect that you worked << ____ >> Workweeks during the Class Period (November 1, 2019 to May 27, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

[Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (February 9, 2022 to May 27, 2024). Based on this information, your estimated Individual PAGA Payment is <<_____>>.]

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 the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. The address for the Administrator is _____. 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.

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. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action LLC, _____ (800) _____.

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

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.

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 *Walker v. Crossroads Trading Co., Inc.*

lawsuit. The request to opt-out should state the Class Member's full name. Please include the name and number of the case, which is *Walker v. Crossroads Trading Co., Inc.*, Case No. 23CV416909. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. 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. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. 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, and a request stating (a) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (b) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Walker v. Crossroads Trading Co., Inc.* or on the via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://cmportal.sccscourt.org/Portal>) and entering the Case No. 23CV416909.

A Participating Class Member who disagrees with the class portion of the Agreement, the Motion for Final Approval and for Attorneys' Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed class Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. 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, *Walker v. Crossroads Trading Co., Inc.*, Case No. 23CV416909, and include your name. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

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.

Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

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

Kiley Grombacher
Bradley/Grombacher, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Tel.: (805) 270-7100
Fax: (805) 270-7589
E-Mail: kgrombacher@bradleygrombacher.com

COUNSEL FOR DEFENDANT:

Robert H. Pepple
Alejandro Castro
Nixon Peabody LLP
300 South Grand Ave., Suite 4100
Los Angeles, CA 90071

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 19 of the Superior Court of California, County of Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, before Judge Theodore C. Zayner. 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 a service payment 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.

Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided

at https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

It is 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 *Walker v. Crossroads Trading Co., Inc.* In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of Santa Clara (<https://www.sfsuperiorcourt.org/>) and entering the Case No. 23CV416909.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Walker v. Crossroads Trading Co., Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Walker v. Crossroads Trading Co., Inc.* You may get more details by examining the Court's file on the Internet via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://cmportal.scsccourt.org/Portal>) and entering the Case No. 23CV416909. If you wish to view the Court files in person, you should go to the Clerk's Office located at 191 North First Street, San Jose, CA 95113.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

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]

EXHIBIT "B"

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)
Kyle R. Nordrehaug (SBN #205975)
Aparajit Bhowmik (SBN #248066)
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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

DAIJA WALKER and ADAM JOY,
individually and on behalf of other individuals
similarly situated,

Plaintiff,

v.

CROSSROADS TRADING CO., INC, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

CASE NO.: **23CV416909**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: June 6, 2023
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

EXHIBIT "B"

1 This matter came before the Honorable Theodore C. Zayner of the Superior Court of the
2 State of California, in and for the County Santa Clara, on _____, for the motion by
3 Plaintiffs Daija Walker and Adam Joy ("Plaintiffs") for preliminary approval of the class
4 settlement with Defendant Crossroads Trading Co., Inc. ("Defendant"). The Court, having
5 considered the briefs, argument of counsel and all matters presented to the Court and good cause
6 appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action
7 Settlement.

8 **IT IS HEREBY ORDERED:**

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

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

17 3. The Gross Settlement Amount is One Million One Hundred Thousand Dollars
18 (\$1,100,000). It appears to the Court on a preliminary basis that the settlement amount and terms
19 are fair, adequate and reasonable as to all potential Class Members when balanced against the
20 probable outcome of further litigation and the significant risks relating to certification, liability and
21 damages issues. It further appears that investigation and research have been conducted such that
22 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
23 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
24 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
25 It further appears that the Agreement has been reached as the result of serious and non-collusive,
26 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
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PRELIMINARY APPROVAL ORDER

EXHIBIT “B”

adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Agreement specifies an attorneys’ fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Twenty-Five Thousand Dollars (\$25,000), and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed Ten Thousand Dollars (\$10,000) each. The Court will not approve the amount of attorneys’ fees and litigation expenses, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests prior to final approval.

5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: “all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period.” The Class Period is November 1, 2019 through May 27, 2024.

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

7. The Court provisionally appoints Plaintiffs as the representative of the Class. The Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik

EXHIBIT “B”

1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Marcus Bradley, Kiley Grombacher
2 and Lirit King of Bradley/Grombacher, LLP as Class Counsel for the Class.

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

16 9. The Court hereby appoints Apex Class Action, LLC as Administrator for the
17 Settlement. No later than fifteen (15) calendar days after issuance of this Order, Defendant shall
18 provide to the Administrator an electronic spreadsheet with the Class Data. This information will
19 otherwise remain confidential and will not be disclosed to anyone, except as required to applicable
20 taxing authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s
21 express written authorization or by order of the Court. The Administrator will perform address
22 updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts
23 to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving
24 the Class Data spreadsheet, the Administrator will mail the Class Notice Packet to all Class
25 Members via first-class U.S. Mail.

26 10. The Court hereby preliminarily approves the proposed procedure for exclusion
27 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
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EXHIBIT "B"

from the Class as provided in the Class Notice by following the instructions set forth in the Class Notice. All requests for exclusion must be sent to the Administrator and postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the Administrator initially mails the Class Notice Packets to the Class Members. If the Class Notice Packet is re-mailed, this Response Deadline will be extended an additional fourteen (14) calendar days. Any person who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees shall be sent their Individual PAGA Payment and will be subject to the release of the Released PAGA Claims regardless of whether they opt-out of the Class. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A request for exclusion applies only to the individual submitting the request for exclusion, and any attempt to effect an opt-out on behalf of any other individual or individuals (including a group, class, or subclass of individuals) is not permitted and will be deemed invalid.

11. Any Class Member who has not opted-out may appear at the Final Approval Hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. Class Members will have until the Response Deadline set forth in the Class Notice to submit their written objections to the Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-mailed, the Response Deadline will be extended an additional fourteen (14) calendar days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

12. A Final Approval Hearing shall be held before this Court on _____ at 1:30 p.m. in Department 19 at the of the Santa Clara County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable

EXHIBIT "B"

1 and should be finally approved by the Court; whether the Final Approval Order and Judgment
2 should be entered; whether the plan of allocation contained in the Agreement should be approved
3 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
4 costs, the service awards, and the expenses of the Administrator. The motion for final approval of
5 the class settlement and for an award of attorneys' fees, costs and service awards shall be filed
6 with the Court and served on all counsel no later than sixteen (16) court days before the hearing
7 and shall be heard at the Final Approval Hearing.

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

20 14. In the event the Settlement does not become effective in accordance with the terms
21 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
22 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
23 and the Parties shall revert to their respective positions as of before entering into the Agreement,
24 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
25 including all available defenses and affirmative defenses, and arguments that no claim in the
26 Action could be certified as a class action and/or managed as a representative action. In such an
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EXHIBIT "B"

event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation or otherwise for any purpose.

15. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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

IT IS SO ORDERED.

Dated: _____

HON. THEODORE C. ZAYNER
JUDGE, SUPERIOR COURT OF CALIFORNIA

PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

DAIJA WALKER and ADAM JOY,
individually and on behalf of other individuals
similarly situated,

Plaintiff,

v.

CROSSROADS TRADING CO., INC, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

CASE NO.: 23CV416909

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: June 6, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Daija Walker and Adam Joy (“Plaintiffs”) for an order finally
2 approving the class action settlement of this action between Plaintiffs and Defendant Crossroads
3 trading Co., Inc. (“Defendant”) came on for hearing on _____ before the Honorable
4 Theodore C. Zayner.

5 The motion is GRANTED, as set forth below.

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 Class Action
11 and PAGA Settlement Agreement (the “Agreement”).

12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Santa Clara, and over all Parties to this litigation,
14 including the Class.

15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of One Million One Hundred
17 Thousand Dollars (\$1,100,000) and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.

19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

26 5. On _____, the Court granted preliminary approval of the Agreement. At
27 this same time, the Court approved conditional certification of the Class for settlement purposes
28

1 only. The Court also approved the form and method of the Class Notice, appointed Plaintiffs as
2 the Class Representatives, appointed Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit
3 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Marcus Bradley and Kiley
4 Grombacher of Bradley/Grombacher, LLP as Class Counsel for the Class, and appointed Apex
5 Class Action as the Administrator.

6 **Notice to the Class**

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

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

1 **Fairness Of Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

4 a. The settlement was reached through arm's-length bargaining between the
5 parties during an all-day mediation before Lynn Frank, a respected and experienced mediator of
6 wage and hour class actions. There has been no collusion between the parties in reaching the
7 proposed settlement.

8 b. Plaintiffs' investigation and discovery have been sufficient to allow the
9 Court and counsel to act intelligently.

10 c. Counsel for both Parties are experienced in similar employment class action
11 litigation. All counsel recommended approval of the Agreement.

12 d. [There were no objectors/the percentage of objectors and requests for
13 exclusion is small. ____ objections were received. _____ requests for exclusion were
14 received].

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

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

22 **Attorneys' Fees and Costs**

23 11. A Class Counsel Fees Payment award of \$_____, and Class Counsel
24 Litigation Expenses Payment award of \$_____ are reasonable, in light of the
25 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
26 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
27 and billing statement.

1 **Class Representative Service Payment**

2 12. The Agreement provides for Class Representative Service Payments of not more
3 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
4 Representative Service Payments in the amount of \$_____ each to the Plaintiffs are reasonable
5 in light of the risks and burdens undertaken by the Plaintiffs in the litigation, for the time and
6 effort in bringing and prosecuting this matter on behalf of the Class, and for the execution of the
7 release.

8 **Administration Expenses Payment**

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

16 **PAGA Penalties**

17 14. The PAGA Penalties amount of \$22,000 is approved and shall be paid out of the
18 Gross Settlement Amount, 75% of which shall be allocated and paid to the LWDA and 25% of
19 which shall be distributed to the Aggrieved Employees as Individual PAGA Payments. The
20 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
21 Aggrieved Employees' 25% share of PAGA Penalties (\$5,500) by the total number of PAGA Pay
22 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
23 result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved Employees are all non-
24 exempt employees who worked for Defendant in the State of California at any time during the
25 PAGA Period, which is February 9, 2022 to May 27, 2024. All Aggrieved Employees will be sent
26 their share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims
27 as set forth below, whether or not they opt out of the Class Settlement.

1 II.

2 **ORDERS**

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

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

6 All individuals who are or previously were employed by Defendant in California
7 and classified as non-exempt employees at any time during the Class Period
8 (November 1, 2019 through May 27, 2024).

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

12 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
13 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
14 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
15 Agreement, by transmitting the funds to the Administrator no later than 14 days after the Effective
16 Date.

17 18. Class Counsel are awarded Class Counsel Fees Payment in the amount of \$_____
18 _____ and Class Counsel Litigation Expenses Payment in the amount of \$_____.
19 The Class Counsel Fees Payment shall be allocated: 75% to Blumenthal Nordrehaug Bhowmik De
20 Blouw LLP, and 25% Bradley/Grombacher, LLP. Class Counsel shall not seek or obtain any
21 other compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

22 19. The payment of Class Representative Service Payments in the amount of
23 \$_____ each to the Plaintiffs is approved.

24 20. The payment of \$_____ to the Administrator as the Administration
25 Expenses Payment is approved.

26 21. The PAGA Penalties are approved and shall be allocated as set forth in the
27 Agreement.

1 22. A Participating Class Member must cash his or her Individual Class Payment check
2 within 180 days after the issuance of the checks. An Aggrieved Employee must cash his or her
3 Individual PAGA Payment check within 180 days after the issuance of the checks. If such checks
4 are not cashed within 120 days after the initial mailing of the checks, the Administrator will also
5 send the affected Participating Class Member and/or Aggrieved a reminder notice informing him
6 or her that unless the check is cashed in the next 60 days, it will expire and become non-
7 negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check
8 remains uncashed by the expiration of the 180 period, the funds from such uncashed checks shall
9 be paid to the California Controller's Unclaimed Property Fund in the name of the individual who
10 failed to cash their check.

11 23. The Agreement and this Settlement are not an admission by Defendant, nor is this
12 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
13 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
14 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
15 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
16 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
17 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
18 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
19 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
20 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
21 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
22 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
23 theory of claim or issue preclusion or similar defense as to the Released Class Claims and the
24 Released PAGA Claims.

25 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
26 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
27 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
28

1 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
2 to individual Class Members. Pursuant to Labor Code section 2699, subdivision (l)(2), Class
3 Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10
4 days after its entry.

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

12
13 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

14 26. The Court hereby enters final judgment in this case in accordance with the terms of
15 the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment.

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

18 28. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
19 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
20 implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for
21 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
22 the distribution of settlement benefits.

23 29. The Parties are authorized to agree to and to adopt such amendments, modifications
24 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
25 Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members
26 under the Agreement, subject to Court approval.

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

3 31. As of the Effective Date and upon full finding of the Gross Settlement Amount and
4 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
5 Defendant, all Participating Class Members, on behalf of themselves and their respective former
6 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
7 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
8 claims that were alleged, or reasonably could have been alleged, based facts stated in the
9 Operative Complaint or PAGA Notices which occurred during the Class Period, including claims
10 for violations of Labor Code Sections 200, 201, 202, 203, 204, 210, 218.5, 221, 223, 226(a),
11 226.7, 246, 500, 510, 512, 516, 1174, 1194, 1194.2 1197, 1197.1, 1198, 2802, California Business
12 and Professions Code, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-
13 (B), California Code of Regulations, Title 8, Section 1 1070(14), and all other applicable Wage
14 Order(s). Except as expressly set forth in the Agreement, Participating Class Members do not
15 release any other claims, including claims for vested benefits, wrongful termination, violation of
16 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
17 workers' compensation, or claims based on facts occurring outside the Class Period. The
18 "Released Parties" are re: Defendant and each of its former and present parents, subsidiaries and
19 affiliated companies and entities, franchisors and franchisees, and their current, former, and future
20 owners, officers, shareholders, directors, members, managers, operators, employees, consultants,
21 vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint
22 venturers, and agents, and any successors, assigns, or legal representatives, both individually and
23 in their business capacities, and any individual or entity who or which could be jointly liable with
24 Defendants and all persons or entities acting by, through under or in concert with any of them,
25 including but not limited to any and all staffing agencies and professional employment
26 organizations that supplied employees to Defendants, or performed professional employment
27
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1 organization services, as applicable, Doe Defendants, and anyone that can be held legally
2 responsible for the claims alleged in the Operative Complaint.

3 32. As of the Effective Date and upon full funding of the Gross Settlement Amount and
4 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
5 Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
6 themselves and their respective former and present representatives, agents, attorneys, heirs,
7 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
8 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
9 could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA
10 Notices, which occurred during the PAGA Period, including claims for violations of Labor Code
11 Sections 200, 201, 202, 203, 204, 210, 218, 221, 223, 226(a), 226.7, 227.3, 246, 510, 512, 515,
12 520, 558(a)(1)(2), 1182.11, 1182.12, 1194, 1194.2 1197, 1197.1, 1198, 2698, 2699.3, 2802,
13 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
14 Regulations, Title 8, Section 1 1070(14), and all other applicable Wage Order(s). The Released
15 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
16 wrongful termination, discrimination, unemployment insurance, disability and worker’s
17 compensation, and claims outside of the PAGA Period.

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

19
20 Dated: _____

21 _____
22 HON. THEODORE C. ZAYNER
23 JUDGE, SUPERIOR COURT OF CALIFORNIA
24
25
26
27
28

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 12/12/2024
Due On: 01/11/2025

Daija Walker
57 Buchanan Ct
East Palo Alto, CA 94303

CA2860

Crossroads Trading

Services

Type	Date	Notes	Quantity	Rate	Total
Service	01/09/2023	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Research Defendant's business operations in CA. Conference with Plaintiff to discuss.	3.90	\$850.00	\$3,315.00
Service	01/10/2023	Review and analyze employment file for legal claims. Review all pay statements for overtime and wage statement violations. Legal research regarding recent court opinions and settlements. Conference with Plaintiff to obtain background facts for complaint and answer questions.	4.40	\$850.00	\$3,740.00
Service	01/11/2023	Draft original complaint. Review and analyze facts and law.	4.60	\$850.00	\$3,910.00
Service	01/12/2023	Draft complaint.	2.90	\$850.00	\$2,465.00
Service	01/13/2023	Review and revise complaint. Send to Plaintiff for approval to file. Call with Plaintiff to discuss revisions and process of lawsuit.	1.90	\$850.00	\$1,615.00
Service	01/14/2023	Review complaint and documents. Draft internal case notes memo.	2.10	\$850.00	\$1,785.00
Service	02/05/2023	Review documents and emails from Plaintiff regarding DFEH, retaliation and off the clock work claims. Legal research. Call Plaintiff to discuss claims.	2.90	\$850.00	\$2,465.00

Service	02/09/2023	Review complaint and case notes. Analyze and review PAGA claims. Draft PAGA Notice and upload to LWDA website. Status update to Plaintiff.	2.20	\$850.00	\$1,870.00
Service	03/09/2023	Introductory call with defense counsel; advise team	0.50	\$750.00	\$375.00
Service	04/02/2023	Review file; analyze Arb agreement; discuss with ND	0.50	\$750.00	\$375.00
Service	04/05/2023	Review Section 204 late payment of wage claims. Analyze sick pay and vacation pay claims and company policy docs. Legal research regarding the same. Status update to Plaintiff.	3.10	\$850.00	\$2,635.00
Service	04/24/2023	Further review arb agreement and docs in file; discuss with KN; research re combining rest breaks.	0.60	\$750.00	\$450.00
Service	04/25/2023	Analysis of arb issues; advise JH	0.50	\$950.00	\$475.00
Service	04/26/2023	Prepare for and attend call with defense counsel; advise team	0.50	\$750.00	\$375.00
Service	05/03/2023	F/u correspondence with defense counsel re mediation; discuss with ND	0.40	\$750.00	\$300.00
Service	05/24/2023	F/u call with defense counsel re early mediation; advise team	0.40	\$750.00	\$300.00
Service	05/25/2023	Review/analyze mediation data estimates from Defendant; circulate and advise team	0.40	\$750.00	\$300.00
Service	06/05/2023	Review case notes/damage analysis	0.75	\$675.00	\$506.25
Service	06/05/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
Service	06/06/2023	Review, edit & revise PAGA only complaint; finalize for filing	3.00	\$675.00	\$2,025.00
Service	06/06/2023	Draft summons & civil case cover sheet	0.50	\$675.00	\$337.50
Service	06/06/2023	Review & finalize complaint package; file in santa clara sup ct.	0.75	\$675.00	\$506.25
Service	06/06/2023	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of case management conference	0.75	\$675.00	\$506.25
Service	06/06/2023	Provide notice to LWDA of PAGA filing	0.40	\$675.00	\$270.00
Service	06/06/2023	Review PAGA Notice. Review and revise PAGA only Complaint. Discuss claims with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	06/12/2023	Review file; draft/revise stip to stay pending mediation; circulate to defense counsel for review	0.70	\$750.00	\$525.00
Service	06/14/2023	F/u w defense counsel re stip to stay; advise PM re status of matter	0.50	\$750.00	\$375.00

Service	06/15/2023	Draft: Drafted Mediation Data Request.	1.00	\$450.00	\$450.00
Service	06/16/2023	Reviewed case file, notes, documents and correspondence. Reviewed and revised Mediation Data Request	0.70	\$675.00	\$472.50
Service	06/16/2023	Draft: Reviewed SJP's mediation data request revision; finalized mediation data request.	0.30	\$450.00	\$135.00
Service	06/16/2023	Review stip to stay pending mediation and advise team re addition of action to our cases; review legal and factual issues and review Outlook calendar to ensure all necessary dates and deadlines are added.	1.00	\$750.00	\$750.00
Service	06/16/2023	Review and Analyze: review complaint, docket, and court's orders; review case notes; advise PM	1.80	\$750.00	\$1,350.00
Service	06/23/2023	Review case notes and case file, draft mediation data and document demand	1.00	\$550.00	\$550.00
Service	06/26/2023	Advise PM re mediation data and address wage statement issue, review Agreement to Exception to Rest Break Policy	0.50	\$550.00	\$275.00
Service	06/26/2023	Finalize mediation data and document request, review file and specific information and claims to include	0.50	\$550.00	\$275.00
Service	06/26/2023	Review case documents and docket; review legal and factual issues.	2.50	\$750.00	\$1,875.00
Service	06/27/2023	Final evaluation of mediation data demand, advise AJB, review and make revisions, sent to OPC	1.00	\$550.00	\$550.00
Service	07/11/2023	Review complaint, analyze, advise ND	2.80	\$450.00	\$1,260.00
Service	07/25/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	08/02/2023	Review file; correspondence with defense counsel re service of PAGA complaint; advise RE and PM	0.40	\$750.00	\$300.00
Service	08/02/2023	Confer w team re OPC response to service via NAR inquiry; anticipated topic points in light of stipulation to stay	0.40	\$675.00	\$270.00
Service	08/03/2023	Phone conference with OPC re service of process issues and issues re arb agreement	0.50	\$675.00	\$337.50
Service	08/03/2023	Prepare initial documents for service of process; identify reg. agent; send out for service via knox	0.70	\$675.00	\$472.50
Service	08/08/2023	Review legal and factual issues and status of action; review and analyze Def. arbitration provision; review Def. correspondences.	1.00	\$750.00	\$750.00
Service	08/11/2023	Review status of documents received to date, complaint and case notes in preparation for drafting	1.00	\$550.00	\$550.00

mediation demand					
Service	08/11/2023	Analyze adn research timing of mediation and continuance related to same, advise CJ re calendars and timeline	0.50	\$550.00	\$275.00
Service	01/05/2024	Research case posture and documents needed for mediation	0.50	\$550.00	\$275.00
Service	01/12/2024	Review and analyze docs produced to date adn docs needed for mediation, correspond with OPC re same	0.75	\$550.00	\$412.50
Service	01/16/2024	Review email from opposing counsel re service list; and update service list.	0.20	\$250.00	\$50.00
Service	01/26/2024	Analyze Defendant's policy documents, create exhibits	1.50	\$550.00	\$825.00
Service	02/01/2024	Review and analyze discovery and case file in preparation for mediation. Analyze data produced by Defendant for mediation purposes. Conference with Plaintiff to discuss mediation and settlement issues/ authority.	4.90	\$850.00	\$4,165.00
Service	02/05/2024	Review and analyze pay stub exemplars for 226(a) violations and regular rate claims. Legal research regarding the same. Call Plaintiff to discuss pay code origins.	3.40	\$850.00	\$2,890.00
Service	02/08/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	02/12/2024	Evaluate complaint and claims, analyze case notes, review Plaintiff's documents in preparation for call with Plaintiff	1.00	\$550.00	\$550.00
Service	02/12/2024	T/c with Plaintiff	0.50	\$550.00	\$275.00
Service	02/12/2024	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Analyze case demographics. Draft MOU for mediation.	3.50	\$850.00	\$2,975.00
Service	02/13/2024	Continue preparation for follow up w/c with plaintiff	1.00	\$550.00	\$550.00
Service	02/13/2024	T/c with Plaintiff	1.00	\$550.00	\$550.00
Service	02/13/2024	Draft case analysis worksheet, continue review of documents needed for mediation	0.75	\$550.00	\$412.50
Service	02/15/2024	Review mediation documents and update mediation chart, evaluate expert analysis	1.00	\$550.00	\$550.00
Service	02/15/2024	Review facts and law. Draft mediation brief.	6.30	\$850.00	\$5,355.00
Service	02/20/2024	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.80	\$450.00	\$1,260.00

Service	02/21/2024	Organize and bates stamp docs for mediation.	0.30	\$250.00	\$75.00
Service	02/22/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	02/26/2024	Review all mediation materials including briefs and exhibits thereto in preparation for mediation. Analyze expert damage and penalty report and notes and assumptions. Status update to Plaintiff.	2.50	\$850.00	\$2,125.00
Service	02/27/2024	Prep and appear for mediation.	12.00	\$895.00	\$10,740.00
Service	02/27/2024	Review med papers, analyze re settlement issues. Advise AJ.	2.75	\$995.00	\$2,736.25
Service	02/27/2024	Attend mediation	8.00	\$450.00	\$3,600.00
Service	02/29/2024	Review and analyze mediation notes and results. Review and analyze MOU terms. Send to Plaintiff for signature. Call with Plaintiff to explain terms and settlement amounts. Follow up for signature.	1.40	\$850.00	\$1,190.00
Service	03/12/2024	Review co-counsel's operative complaint and analyze claims; review and analyze MOU; draft long form settlement agreement; strategize re settlement management and amending complaint.	5.00	\$750.00	\$3,750.00
Service	03/13/2024	Review/revise draft settlement agreement; correspond with co-counsel re draft settlement agreement.	1.00	\$750.00	\$750.00
Service	03/13/2024	Review Settlement Agreement	1.00	\$550.00	\$550.00
Service	03/15/2024	Draft: draft joint CMC statement re mediation; review MOU and settlement agreement draft; review correspondence between parties; review court's orders and docket; correspondence to Def	1.70	\$750.00	\$1,275.00
Service	03/18/2024	Review and Revise: review and revise joint CMC statement; finalize and file; advise PM; correspondence to Def	0.80	\$750.00	\$600.00
Service	03/18/2024	Review and revise draft settlement agreement.	1.00	\$750.00	\$750.00
Service	03/20/2024	Review docket and case management orders; strategize re motion for preliminary approval hearing date.	0.50	\$750.00	\$375.00
Service	04/01/2024	Review related action complaint and draft amended complaint; briefly review Def. revisions to settlement agreement; correspond with TPAs to get settlement administration quotes.	3.50	\$750.00	\$2,625.00
Service	04/08/2024	Review Defendant's revisions to the Agreement; advise PM	1.00	\$950.00	\$950.00
Service	04/08/2024	Review Def. revisions to settlement agreement; strategize re the same; advise KN re the same.	1.00	\$750.00	\$750.00

Service	04/11/2024	Review agreement for final, analyze, advise PM.	3.00	\$995.00	\$2,985.00
Service	04/22/2024	Finalize stipulation for leave to amend complaint; review and revise and finalize draft amended complaint; draft proposed order re stip for leave to amend complaint; review status of settlement agreement.	1.00	\$750.00	\$750.00
Service	04/23/2024	Review and revise and finalize settlement agreement.	0.75	\$750.00	\$562.50
Service	04/24/2024	Review/revise/finalize FAC; review status of settlement agreement and compile signatures for plaintiffs.	1.00	\$750.00	\$750.00
Service	04/24/2024	Review settlement agreement for conformity with MOU terms. Send agreement for Plaintiff's signature. call Plaintiff to discuss terms and answer questions.	1.30	\$850.00	\$1,105.00
Service	04/29/2024	Review status of settlement agreement and next steps regarding preliminary approval.	0.40	\$750.00	\$300.00
Service	05/06/2024	Begin preparing Kullar analysis. Review mediation notes. Draft/send corr to expert.	2.00	\$895.00	\$1,790.00
Service	06/24/2024	Review settlement agreement and calendar; respond to Def. counsel email regarding preliminary approval motion.	0.50	\$750.00	\$375.00
Service	06/25/2024	Review of settlement and plan next steps; review schedule and assignment for use in exhibits forms to use.	0.50	\$950.00	\$475.00
Service	07/19/2024	Work on approval issues; analysis of Kullar report; prepare approval outline; begin drafting motion for prelim.	2.50	\$950.00	\$2,375.00
Service	07/21/2024	Draft Plaintiff's declaration in support of motion for preliminary approval.	0.50	\$750.00	\$375.00
Service	07/22/2024	Check in status of co-counsel's client declaration; finalize client's declaration in support of prelim approval; check on status of Def. declaration regarding workweek and class count.	0.50	\$750.00	\$375.00
Service	07/22/2024	Draft exhibits to settlement agreement; emails to Def; respond eth Def email	4.00	\$950.00	\$3,800.00
Service	07/22/2024	Review/analyze exhibits to the Agreement.	1.00	\$895.00	\$895.00
Service	07/22/2024	Draft motion for preliminary approval; memo to Admin; memo to staff re: next steps; email Draft motion to Def.	2.00	\$950.00	\$1,900.00
Service	07/24/2024	Review and Analyze: review and analyze settlement agreement and anticipated motion for preliminary approval; review complaint and case notes; advise CJ re declaration of PI	0.70	\$750.00	\$525.00

Service	07/24/2024	Advise VR re declaration issues , prepare for call with Plaintiff	1.00	\$550.00	\$550.00
Service	07/24/2024	T/c with Plaintiff	0.50	\$550.00	\$275.00
Service	07/25/2024	Review Def revisions to exhibits; review and revise exhibits for final; email counsel;	1.00	\$950.00	\$950.00
Service	07/29/2024	Draft declaration ISO motion; prepare exhibits.	3.50	\$950.00	\$3,325.00
Service	07/29/2024	Review and revise motion for prelim;	2.50	\$950.00	\$2,375.00
Service	07/30/2024	Finalize motion; finalize declaration; prepare motion for filing; file and serve motion; serve LWDA	2.00	\$950.00	\$1,900.00
Service	08/15/2024	ROA check to confirm upcoming hearing re Motion for prelim. app	0.10	\$250.00	\$25.00
Service	08/20/2024	Review tentative; emails with Def; draft stipulation	1.00	\$950.00	\$950.00
Service	08/21/2024	Work on settlement issue regarding cy pres; review signed stip; review emails and respond to Court	0.75	\$950.00	\$712.50
Service	08/22/2024	Review ruling; revise proposed order; email Def.	1.00	\$950.00	\$950.00
Service	08/22/2024	Final and file proposed order; email Def	0.50	\$950.00	\$475.00
Service	09/11/2024	Review docket and upcoming dates and deadlines; review preliminary approval order.	0.50	\$750.00	\$375.00
Service	12/02/2024	Review Admin report; analysis for next steps; memo to staff re next steps	0.30	\$950.00	\$285.00
Service	12/02/2024	Review preliminary approval order and settlement agreement; begin drafting final approval motion.	2.00	\$750.00	\$1,500.00
Service	12/03/2024	Draft final approval motion and notice of motion; review billing; review co-counsel declaration in support of preliminary approval.	2.75	\$750.00	\$2,062.50
Service	12/04/2024	Reviewed email from PM re lexis notifications, checked lexis settings re automatic docket notifications and informed PM.	0.20	\$250.00	\$50.00
Service	12/05/2024	Review and revise motion for final approval; email Def with draft motion; memo to PM	2.50	\$950.00	\$2,375.00
Service	12/09/2024	Work on approval issues; emails with counsel	0.50	\$950.00	\$475.00
Service	12/10/2024	Reviewed and revised motion for final approval to updated table of contents and table of authorities.	1.40	\$250.00	\$350.00
Service	12/10/2024	Draft declaration in support of final approval motion; review final approval motion.	2.75	\$750.00	\$2,062.50
Service	12/12/2024	review and revise motion for final approval; revise declaration; prepare exhibits; finalize motion; file and serve motion; serve LWDA.	3.00	\$950.00	\$2,850.00

Services Subtotal \$147,747.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	02/09/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	06/06/2023	Onelegal/Court Filing Fee	1.00	\$1,496.64	\$1,496.64
Expense	06/20/2023	One Legal Invoice No. 05074228	1.00	\$39.89	\$39.89
Expense	07/03/2023	Lexis Nexis	1.00	\$210.00	\$210.00
Expense	08/02/2023	LexisNexis	1.00	\$220.00	\$220.00
Expense	09/01/2023	Lexis Nexis	1.00	\$242.00	\$242.00
Expense	10/02/2023	LexisNexis	1.00	\$209.00	\$209.00
Expense	12/03/2023	LexisNexis	1.00	\$176.00	\$176.00
Expense	01/02/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	01/24/2024	Mediation Fees - Frank & Feder.	1.00	\$10,000.00	\$10,000.00
Expense	02/05/2024	LexisNexis	1.00	\$242.00	\$242.00
Expense	02/28/2024	Berger Consulting Group.	1.00	\$5,080.00	\$5,080.00
Expense	03/04/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	03/18/2024	One Legal	1.00	\$21.28	\$21.28
Expense	04/01/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	05/01/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	06/03/2024	Lexis Nexis	1.00	\$198.00	\$198.00
Expense	07/01/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	07/30/2024	Filing fee - motion; one legal filing charge	1.00	\$85.19	\$85.19
Expense	08/01/2024	LexisNexis	1.00	\$242.00	\$242.00
Expense	08/21/2024	One legal filing charge	1.00	\$44.01	\$44.01
Expense	08/21/2024	One legal filing charge	1.00	\$23.42	\$23.42
Expense	08/21/2024	One legal charge - courtesy copies	1.00	\$51.48	\$51.48
Expense	08/23/2024	One legal charge	1.00	\$23.34	\$23.34
Expense	12/12/2024	Filing fee - motion for final approval	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$19,861.25

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	15.0	\$895.00	\$13,425.00
Norm Blumenthal	5.75	\$995.00	\$5,721.25
Scott Blumenthal	21.6	\$450.00	\$9,720.00
Nicholas De Blouw	53.2	\$850.00	\$45,220.00
Ricardo Ehmann	10.25	\$675.00	\$6,918.75
Jeffrey Herman	4.9	\$750.00	\$3,675.00
Charlotte James	15.0	\$550.00	\$8,250.00
Trevor Moran	1.3	\$450.00	\$585.00
Piya Mukherjee	29.15	\$750.00	\$21,862.50
Kyle Nordrehaug	29.05	\$950.00	\$27,597.50
Sergio Puche	0.7	\$675.00	\$472.50
Victoria Rivapalacio	5.0	\$750.00	\$3,750.00
Gerardo Galaviz	2.2	\$250.00	\$550.00
Subtotal			\$167,608.75
Total			\$167,608.75

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	01/11/2025	\$167,608.75	\$0.00	\$167,608.75
Outstanding Balance				\$167,608.75
Total Amount Outstanding				\$167,608.75

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

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

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

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

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

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

DAIJA WALKER and ADAM JOY, on behalf of)
themselves and on behalf of all persons similarly)
situated,)

Plaintiffs,

vs.)

CROSSROADS TRADING CO., INC, a)
California corporation; and DOES 1 through 10,)
inclusive,)

Defendants.)

Case No. 23CV416909

**DECLARATION OF DAIJA WALKER
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: August 21, 2024

Hearing Time: 1:30 PM

Judge: Honorable Theodore C. Zayner
Dept: 19

Date Filed: June 6, 2023

Trial Date: Not set

1 I, Daija Walker, declare as follows:

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

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

9 3. During the class period I have worked as a sales representative for the Defendant
10 Crossroads Trading Co., Inc. ("Crossroads" or "Defendant") in California and during that time
11 period I have been classified by Crossroads as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Apex Class Action LLC., the settlement administrator. I am not aware of any other pending
19 matter or action asserting claims that will be extinguished or adversely affected by this
20 settlement.
21

22 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
23 because I felt that my legal rights as an employee and others like me were violated. For example,
24 I often did not receive compliant meal and rest breaks which were late, interrupted or missed
25 entirely. I also did not receive all the meal and rest break premiums I was entitled to and when I
26 did receive premium payments they were often an incorrect amount. As to rest breaks in
27

1 particular, Crossroads had a policy that did not relieve employees of all duties on the basis that
2 “rest periods are paid as time worked”. I was also required to remain on call during my rest
3 breaks. Additionally, due to a lack of staffing, I was unable to take legally-compliant meal
4 periods.

5
6 6. I spoke to my attorneys several times and discussed how Crossroads implemented
7 its company policies and procedures. I also assisted my attorneys in their investigation into my
8 claims by providing them documents and answering their questions. I reviewed the complaint
9 before it was filed and after it was filed I was given access to an electronic file sharing program
10 that alerted me via email when important documents were filed so that I could review them and
11 keep up with the developments in the case which I understood was one of my duties as a class
12 representative. I would also contact my attorneys from time to time if I had any questions about
13 the case.
14

15 7. Even though this action is in the process of settling, I was and remain prepared to
16 perform all the duties of a class representative. I understand that as a class representative I have
17 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
18 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
19 benefit of the class members and surrender any right to compromise the group action for an
20 individual gain.
21

22 8. I understood that being a plaintiff/class representative in this case meant that I
23 was seeking damages not only for myself but also other current and/or former non-exempt
24 employees working for Crossroads in California who make up the class. I felt that these
25 individuals were not aware of their labor law rights and even if they were they would probably
26 be apprehensive about speaking up or even simply because of the time, effort and risk involved
27

1 in filing a class action lawsuit.

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

10 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
11 kept up to date on important developments by reviewing court filings that were made available to
12 me electronically as I described above.
13
14

15 11. A mediation took place on February 27, 2024 with Lynne Frank, a well-respected
16 and experienced mediator of wage and hour class actions. After the mediation the parties were
17 able to reach an agreement to settle the action based on a mediator's proposal. I communicated
18 with my attorneys regarding the terms of the settlement which was reached between the parties
19 and understood that I was representing absent class members and therefore wanted the best
20 possible result to be obtained for the class members and I believe a very positive result was in
21 fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on
22 February 29, 2024 and when the final settlement papers were ready, I closely reviewed the
23 Settlement Agreement which I signed on April 24, 2024.
24

25 12. I have been actively involved with this lawsuit performing the duties described above.
26 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
27

1 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
2 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
3 up until this point. I believe I have been diligent and have done what is expected of a named
4 plaintiff and a proposed class representative to date, and will continue to do so. I have and
5 always will maintain the best interest of the class members.
6

7 13. My attorneys explained to me that the settlement process involves a two-step
8 review by the Court to determine whether the settlement is fair before approving the settlement.
9 I know this process also involves notifying all class members of the settlement terms and of their
10 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
11 settlement.
12

13 14. I believe I did the right thing by filing this case on behalf of the class members who,
14 subject to court approval, are in line to receive monetary payments as a result of this case and
15 settlement. This is money they may never have ever gotten if I did not pursue this action on their
16 behalf. I feel significant personal satisfaction to know that I played a role in the class members
17 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
18 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
19 compensation for the work I performed and the risks I undertook.
20

21 15. As part of the settlement it was necessary for me to sign a general release of all claims I
22 may have against Crossroads. I believe the Class Representative Service Payment I have
23 requested provides me with some compensation for this agreed release.
24

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by
26 suing my employer, the exposure to being responsible for paying Defendant's costs in the event
27 we did not win the case, the reputational risk that future employers may hold this lawsuit against
28

me, the general release and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

Executed on Jul 25, 2024, at east palo alto, ca.
(city, state)

Daija Walker
Daija Walker (Jul 25, 2024 10:09 PDT)

Daija Walker

EXHIBIT #6

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (SBN 06867)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
Piya Mukherjee (SBN 274217)
Charlotte E. James (SBN 308441)
2255 Calle Clara
La Jolla, CA 92037
T: (858) 551-1223; Fe: (858) 551-1232

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA**

DAIJA WALKER, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

CROSSROADS TRADING CO., INC., a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV416909

**DECLARATION OF PLAINTIFF ADAM
JOY IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date Filed: June 6, 2023

DECLARATION OF ADAM JOY

I, Adam Joy, hereby declare as follows:

1. I am an individual over the age of eighteen (18). I have personal knowledge of the facts stated in this declaration and could and would testify to those facts if called upon to do so. I am also one of the named plaintiffs in the above-caption case. I am submitting this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

2. I worked for Defendant from approximately from approximately September 2022 to October 2023 as a cashier at the Crossroads Trading store located in West Hollywood, California.

3. Around October or November 2023, I decided to meet with an attorney to address the harsh conditions I faced working for Defendant. I knew the issues I faced on a regular basis as a cashier were a problem experienced by others who worked for Defendant. So, after learning about the duties and procedures involved with representing the interests of a class of other workers like me, I decided I wanted to serve as a class representative.

4. I knew being a class representative was a serious and time-consuming commitment, but I felt a sense of duty to work on behalf of my coworkers who had faced the same difficulties working for Defendant as I did. Even though I understood Defendant could seek to recover their costs of this lawsuit if they won the case against me, I still decided to go forward as a class representative because I felt it was important to stand up for my coworkers who were too afraid to come forward on their own. Moreover, I was made aware I would likely have to agree to a broader release compared to other Class Members if I chose to serve as a class representative.

5. Being a class representative was a big commitment. It required taking personal time out of my schedule to assist my attorneys and give them important information about Defendant and my employment. This included providing information about Defendant's corporate policies and practices. I also had many phone calls and email exchanges with my attorneys. Furthermore, I gave my attorneys lengthy interviews about my experiences to help them prepare the legal documents. As the case progressed, I searched for and turned over papers related to my job with Defendant. In addition, I have read many case documents, including the letter we submitted to the California Labor Workforce Development Agency, the operative complaint we submitted to this Court, documents

1 produced by Defendant, the mediation brief my attorneys prepared, and the Settlement Agreement.

2 6. I have also taken seriously my responsibility as one of the class representatives to stay
3 informed of what was happening in the lawsuit. Throughout the case, I had many conversations with
4 my attorneys about the documents, evidence, and legal strategy. Some of these conversations have
5 been very long, sometimes involving more than one conversation or email back and forth in a day.

6 7. I was heartened to learn Defendant were interested in mediation to discuss settlement.
7 In advance of the mediation, I spent a lot of time working with my attorneys to provide information
8 and even more time searching for, organizing, and producing documents related to my work for
9 Defendant. I also reviewed hundreds of pages of records Defendant produced regarding my work for
10 them. Our damages calculation for mediation was based on my input on these records and on
11 additional documents and data Defendant provided to my attorneys in response to our mediation
12 requests. In preparation for our mediation, I had a series of phone conversations and email exchanges
13 with my attorneys to go over my understanding of these documents and data as well.

14 8. On February 27, 2024, we had a mediation in this case. I made sure I was available
15 during the mediation for any questions that might come up. The mediation lasted the entire day and
16 at the end of it we agreed to the basic terms of the settlement.

17 9. After the mediation, I participated in several conversations with my attorneys
18 regarding the drafting of the Settlement Agreement. As part of the Settlement Agreement, I am
19 releasing any and all claims I have against Defendant, not just those relating to this case. This broader
20 release also included voluntarily waiving the rights described in Civil Code section 1542. I understand
21 this release is broader than that which applies to the other Class Members.

22 10. In becoming one of the class representatives, I faced the risk that initiating the case
23 could potentially hurt my future employment possibilities with another employer because I would be
24 looked at as a troublemaker and litigious. As I mentioned above, I also faced the risk Defendant might
25 go after me for litigation costs if they won the case against me. This was in addition to having to agree
26 to a broader release compared to other Class Members, as stated above. Furthermore, I have not
27 received any benefits in performing my services as one of the class representatives. Despite these
28 risks and sacrifices, I decided representing the Class was the right thing to do and that it was important

1 Defendant follow the law in how they treat and pay their workers.

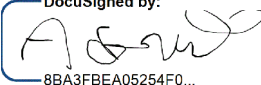
2 11. Considering the time that I have put into this case since the original meetings and
3 conversations in October or November 2023 through the present, including my continued
4 commitment to the case and the risks that came with being one of the named plaintiffs, I respectfully
5 request the Court grant a Class Representative Enhancement Payment of up to \$10,000, in an amount
6 the Court deems to be fair and appropriate. I believe a significant award is warranted because of the
7 result achieved, the many hours of my personal time I have invested in the case, my commitment to
8 seeing it through to a strong settlement for my co-workers, and my release of all other claims I may
9 have against Defendant. Collectively, I believe I spent hours on this case gathering documents,
10 meeting with my attorneys, speaking with my attorney during the case, and being available to answer
11 questions, including at the mediation.

12 12. I have fairly represented the absent Class and herein request the Court approve this
13 settlement and confirm me as one of the class representatives. I have always maintained the best
14 interest of the Class while performing my class representative duties.

15 13. I am not aware of any conflicts of interest that prevent me from being confirmed as
16 one of the class representatives in this lawsuit. Moreover, I am also not related to anyone associated
17 with Bradley/Grombacher, LLP nor have I entered any undisclosed agreements or received any
18 undisclosed compensation in this case.

19 14. I am both proud and grateful my work and participation in the case helped to pave the
20 way for the successful settlement. I believe the settlement offers a very beneficial result for the other
21 workers. I request the Court grant final approval to the class action settlement.

22 I declare under penalty of perjury under the laws of California the foregoing is true and correct
23 and based on my personal knowledge. This declaration is executed on 6/26/2024, 2024 at
24 Los Angeles, California.

DocuSigned by:

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Adam Joy