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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ARMIDA MARQUEZ, individually, and on
behalf of others similarly situated,

Plaintiff,

vs.

THE NIELSEN COMPANY (US), LLC, and
DOES 1 through 25, inclusive,

Defendant.

Case No. 23STCV06394

*Honorable Timothy Patrick Dillon
Spring Street Department 15*

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS’
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: March 30, 2026
Time: 10:00 AM
Dept: 15

Complaint Filed: March 21, 2023
Trial Date: Not Set

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Letter, the Class Complaint, and the PAGA Complaint shall be referred to herein as the “Action”.

5. On August 21, 2023, Defendant filed an Answer to the PAGA Complaint, generally denying the allegations and asserting several affirmative defenses.

6. On September 12, 2023, Defendant filed an Answer to the Class Complaint, generally denying the allegations and asserting several affirmative defenses.

7. On April 9, 2024, Plaintiff and Defendant (together, the “Parties”) participated in a formal mediation conducted by Chris Barnes (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, which resulted in an agreement to resolve this dispute on a class and representative basis. Shortly thereafter, the Parties both accepted a written mediator’s proposal, memorializing the key settlement terms. The Parties then worked diligently to negotiate and effectuate the settlement, and to memorialize the terms in a long-form settlement agreement.

8. On September 26, 2024, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

9. On October 2, 2024, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On September 16, 2025, Plaintiff filed a Supplemental Declaration of Annabel Blanchard in Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Settlement. On October 28, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed administration procedures and associated deadlines. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit 2**.

Summary of the Terms of the Settlement Agreement

10. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “All individuals who are current or former hourly-paid or non-exempt employees of Defendant within the State of California who actively worked for Defendant at any time

1 during the Class Period” (“Class” or “Class Members”). The “Class Period” is defined as the period
2 from March 7, 2022, through August 31, 2024. The “Settlement Class Members” consist of all Class
3 Members who did not submit a timely and valid Request for Exclusion. The “PAGA Employees”
4 consist of “all individuals who are current or former hourly-paid or non-exempt employees of
5 Defendant within the State of California at any time during the PAGA Period.” The “PAGA Period”
6 is defined as the period from March 7, 2022, through August 31, 2024.

7 11. Based on the data provided by Defendant following preliminary approval and for
8 purposes of administration of the Class Notice, I am informed that there are 226 Settlement Class
9 Members who worked 14,892 weeks for Defendant during the Class Period (“Workweeks”) and 227
10 PAGA Employees who worked 7,329 pay periods for Defendant during the PAGA Period (“Pay
11 Periods”).

12 12. The Parties have agreed to settle the Class and PAGA claims at issue in the Action for
13 a non-reversionary Gross Settlement Amount of Six Hundred Thousand Dollars (\$600,000.00), which
14 is exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class
15 Counsel’s fees in the amount of thirty-three percent (33%) of the Gross Settlement Amount, equaling
16 One Hundred Ninety-Eight Thousand Dollars (\$198,000.00); (2) Class Counsel’s actual litigation
17 costs and expenses, in the amount of Sixteen Thousand Four Hundred Sixty-Five Dollars and Sixty-
18 Eight Cents (\$16,465.68); (3) Settlement Administration Costs in the amount Six Thousand Five
19 Hundred Dollars (\$6,500.00); (4) Enhancement Payment in the amount of One Thousand Five
20 Hundred Dollars (\$1,500.00); and (5) PAGA Amount of Fifty Thousand Dollars (\$50,000.00). After
21 the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement
22 Class Members will share in a Net Settlement Amount of approximately Three Hundred Twenty-
23 Seven Thousand Five Hundred Forty-Three Dollars and Thirty-Two Cents (\$327,543.32).

24 13. The Settlement does not require Settlement Class Members to submit claims as a
25 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement
26 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
27 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).
28 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net

Settlement Amount by the total number of Workweeks worked by all Settlement Class Members during the Class Period and multiplying the result by each Settlement Class Member's Workweeks during the Class Period. Individual PAGA Payments are calculated by the Settlement Administrator by dividing the amount of the PAGA Employees' 25% share of PAGA Amount (\$12,500.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period and multiplying the result by each PAGA Employee's Pay Periods during the PAGA Period.

14. I am aware from my review of the information provided by the Settlement Administrator that the estimated average gross Individual Settlement Share is \$1,411.⁵⁰, the estimated highest gross Individual Settlement Share is \$2,763.³⁰, and the estimated lowest gross Individual Settlement Share is \$21.⁴², the estimated average Individual PAGA Payment is \$57.⁰⁸, the estimated highest Individual PAGA Payment is \$105.⁷⁴, and the estimated lowest Individual PAGA Payment is \$1.⁷¹.

15. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages ("Wage Portion") will be reported on an IRS Form W-2 and the portions allocated to interest and penalties (together, "Non-Wage Portion") will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the Wage Portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share. Defendant will separately pay any and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

16. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee at issue.

Notice to the LWDA

17. On October 2, 2024, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2). The LWDA has not objected or otherwise responded to the submission.

The Settlement Is Fair and Reasonable

Discovery and Informed Arms-Length Negotiations

18. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases. At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution.

19. The Parties engaged in informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced a representative sampling of putative class members' time and pay data, as well as Defendant's employee handbooks, relevant wage and hour policies, information regarding the total number of putative class members, the average rate of pay of the putative class members and aggrieved employees, and the number of Workweeks and Pay Periods of the putative class members and aggrieved employees.

20. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. Additionally, highly capable and experienced counsel conducted settlement negotiations. Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

21. Although the investigation and information discovered supports Plaintiff's contentions, Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

22. Class Counsel is aware of Defendant's defenses and arguments and have also taken

1 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
2 inherent in such litigation, including those involved in class and/or representative adjudication.
3 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
4 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
5 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
6 of the Mediator.

7 23. Defendant denied and continues to deny any liability and wrongdoing of any kind
8 associated with the claims alleged in the Action, and further denies that class certification is
9 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
10 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
11 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because
12 individual issues would predominate should this case go to trial. As with all class actions, these
13 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
14 that the Court may deny class certification.

15 24. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
16 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
17 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
18 to request and analyze thousands of pages of documents, obtain the Class Members' contact
19 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
20 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
21 against a current employer. On the other hand, Defendant would likely be able to obtain the
22 cooperation of its employees. Moreover, even if Plaintiff prevailed at class certification and trial,
23 possible appeals would substantially delay any recovery by the Class.

24 25. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
25 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
26 California, and is within the accepted range of recoveries for this type of litigation given the inherent
27 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
28 litigation.

Attorneys' Fees and Costs

26. Class Counsel seeks thirty-three percent (33%) of the Gross Settlement Amount (i.e., \$198,000.00) for the time spent litigating this matter and reimbursement of actual costs and expenses totaling Sixteen Thousand Four Hundred Sixty-Five Dollars and Sixty-Eight Cents (\$16,465.68). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

27. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter has translated into tangible monetary benefits for the Settlement Class Members, the State of California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of California, and the PAGA Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the Action progressed through trial and/or appeals.

28. In the present case, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for the Class, the State of California, and the PAGA Employees. Considering the amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-three percent (33%) of the Gross Settlement Amount (i.e., \$198,000.00) are reasonable and should be awarded.

1 29. Blackstone was started in February 2018, representing plaintiffs in individual and
2 representative employment litigation. The firm has grown exponentially over the past eight years,
3 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and
4 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
5 on other complex general litigation matters. Blackstone has been counsel of record on several class
6 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
7 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
8 matters as follows:

9 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
10 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
11 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
12 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
13 associate and remained employed there from September 2008 through August 2015. During his
14 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
15 employment, corporate, entertainment, and general business litigation matters, though his primary area
16 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
17 those cases, he was the only or primary attorney managing the case and thus obtained extensive
18 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
19 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
20 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
21 motions and pleadings, including dispositive and certification motions; strategized on all cases;
22 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
23 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
24 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
25 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
26 the cases he managed were highly publicized, with articles written about them in the Los Angeles
27 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
28 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,

1 which is well within the prevailing rate for attorneys with his experience in this area of practice in
2 Southern California.

3 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
4 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
5 employment, catastrophic injury, and class/PAGA matters with well-known plaintiffs-side wage and
6 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
7 California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve
8 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
9 California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of
10 \$1,050 is reasonable based on her education and experience and is in line with the market rate.

11 c. Danielle L. GruppChang is a senior associate attorney. She graduated from California
12 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
13 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
14 California Law San Francisco (formerly known as University of California Hastings College of the
15 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
16 practiced exclusively plaintiffs' side labor and employment class and representative action law from
17 2017 through the present. Her hourly rate of \$825 is reasonable based on her education and experience
18 and is in line with the market rate.

19 d. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
20 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
21 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
22 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
23 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
24 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. .
25 Her hourly rate of \$750 is reasonable based on her education and experience and is in line with the
26 market rate.

27 e. I joined Blackstone Law, APC, in January 2024, after having worked for two years at
28 another highly reputable employment law firm. Prior to working in employment law, I worked for

1 over 14 years as a trusts and estates attorney, focused on special needs planning. During that time, I
2 also worked as Court Appointed Counsel for the Los Angeles Superior Court. I graduated from
3 University of California at Berkeley with a Bachelor of Arts degree in 2001, and from Southwestern
4 University School of Law with a Juris Doctorate in 2008. I was admitted to the State Bar of California
5 in December of 2008. I have worked on many wage and hour class action and PAGA representative
6 matters, and my work has included, inter alia, researching and drafting pleadings, drafting, negotiating,
7 and finalizing settlement agreements, engaging in motion practice, and claims evaluation and analysis.
8 My hourly rate of \$750 is reasonable based on my education and experience and is in line with the
9 market rate.

10 i. The above attorneys have been approved at the above hourly rates in the
11 following cases: *Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County
12 Superior Court Case No. CIVSB2319925.

13 ii. *Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court Case
14 No. CVRI2306180.

15 iii. *Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior
16 Court Case No. 22STCV04239.

17 iv. *Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court
18 Case No. 23CV00116.

19 v. *Sanchez v. Weyerhaeuser*, Los Angeles County Superior Court Case No.
20 23STCV02624.

21 vi. *Hai v. Sunroad*, San Diego County Superior Court Case No. 37-2022-
22 00025788-CU-OE-CTL.

23 vii. *McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court
24 Case No. 23CV041360.

25 viii. *Herndon, et al. v. AgreeYa*, San Joaquin County Superior Court Case No. STK-
26 CV-UOE-2023-0002783.

27 30. Class Counsel has spent approximately 219.6 total hours litigating this matter. To date,
28 our total fees incurred amount to \$205,872.50. Each attorney who worked on this matter engaged in

a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	17.5	\$1,295	\$22,662.50
Barbara DuVan-Clarke	Senior Trial Attorney	74.0	\$1,095	\$81,030.00
Danielle L. GruppChang	Senior Associate	81.4	\$825	\$67,155.00
P.J. Van Ert	Associate	21.4	\$750	\$16,050.00
Annabel Blanchard	Associate	25.3	\$750	\$18,975.00

31. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and the Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$213,372.50.

32. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty-Five Thousand Dollars (\$16,465.68). Class Counsel seeks reimbursement of a total of Sixteen Thousand Four Hundred Sixty-Five Dollars and Sixty-Eight Cents (\$16,465.68) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

33. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

Enhancement Payment

34. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of One Thousand Five Hundred Dollars (\$1,500.00) to Plaintiff. The requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Armida Marquez submitted herewith details her work and efforts in bringing and litigating this matter through resolution and supports the requested Enhancement Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to the Class Members.

Settlement Administration Costs

35. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administration Costs not to exceed Eight Thousand Dollars (\$8,000.00). Apex Class Actions, the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement is Six Thousand Five Hundred Dollars (\$6,500.00).

Allocation to the LWDA

36. As part of the Settlement, Defendant has agreed to pay Fifty Thousand Dollars (\$50,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) (75% of the PAGA Amount) will be paid to the LWDA for education and enforcement purposes.

37. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

38. The Class Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date and time of the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed on March 6, 2026, at Los Angeles, California.

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4 *A. Blanchard*

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6 Annabel Blanchard
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EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Armida Marquez (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant The Nielsen Company (US) LLC (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On March 10, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”). On March 21, 2023, Plaintiff filed a Class Action Complaint for Damages in the action entitled *Armida Marquez v. The Nielsen Company (US) LLC*, Los Angeles County Superior Court Case No. 23STCV06394 (the “Class Complaint”), thereby commencing a putative class action against Defendant. The Class Complaint alleges nine (9) causes of action for violations of the California Labor Code for failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations,

2. On June 21, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* in the action entitled *Armida Marquez v. The Nielsen Company (US) LLC*, Los Angeles County Superior Court Case No. 23STCV14406 (the

1 “PAGA Complaint”), thereby commencing a putative representative PAGA action against Defendant.
2 The PAGA Complaint alleges a single cause of action for civil penalties under the Private Attorneys
3 General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the
4 same California Labor Code violations enumerated in the Class Complaint.

5 3. Together, the PAGA Letter, the Class Complaint, and the PAGA Complaint shall be
6 referred to herein as the “Action.”

7 4. Defendant denies all materials allegations set forth in the Action and has asserted
8 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
9 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
10 Released PAGA Claims (as defined herein).

11 5. Class Counsel diligently investigated the class and PAGA claims against Defendant,
12 including any and all applicable defenses and the applicable law. The investigation included, *inter*
13 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
14 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
15 merits of the claims and contentions of the Parties.

16 6. On April 9, 2024, the Parties participated in mediation with Chris Barnes (the
17 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
18 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
19 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
20 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks
21 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
22 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
23 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
24 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
25 including the risk of significant delay and uncertainty associated with litigation and various defenses
26 asserted by Defendant.

27 7. The Parties expressly acknowledge that this Settlement Agreement is entered into
28 solely for the purpose of compromising significantly disputed claims and that nothing herein is an

admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

8. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 11.

b. “Class” or “Class Member(s)” means all individuals who are current or former hourly-paid or non-exempt employees of Defendant within the State of California who actively worked for Defendant at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Alexander K. Spellman, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; (5) Workweeks worked for Defendant during the Class Period; (6) Pay Periods worked for Defendant during the PAGA Period (if applicable); and (7) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**.”

f. “Class Period” means the period from March 7, 2022 through August 31, 2024.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

1 h. “Court” means the Superior Court of the State of California for the County of
2 Los Angeles.

3 i. “Defendant’s Counsel” means Brian P. Long of Seyfarth Shaw LLP.

4 j. “Effective Date” means the date when all of the following events have occurred:
5 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s
6 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been
7 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
8 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and
9 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court
10 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the
11 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,
12 the later of the following events: five business days after the period for filing any appeal, writ, or other
13 appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without
14 any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other
15 appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five
16 business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final
17 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further
18 remedies or relief.

19 k. “Employer Taxes” means the employer’s share of taxes and contributions in
20 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
21 in addition to the Gross Settlement Amount.

22 l. “Enhancement Payment” means the amount to be paid to Plaintiff, in
23 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
24 Employees, and general release of claims, as set forth in Paragraph 12.

25 m. “Final Approval” means the determination by the Court that the Settlement is
26 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

27 n. “Final Approval Hearing” means the hearing at which the Court will consider
28 and determine whether the Settlement should be granted Final Approval.

o. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

p. “Gross Settlement Amount” means the amount of Six Hundred Thousand Dollars (\$600,000) to be paid by Defendant in full satisfaction of the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 15.

q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 17.

r. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 18.

s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 16.

t. “LWDA Payment” means the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 13.

u. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs.

1 v. “Notice of Objection” means a Settlement Class Member’s written objection to
2 the Class Settlement, which must: (a) contain the case name and number of the class action (*Marquez*
3 *v. The Nielsen Co.*, Case No. 23STCV06394); (b) contain the objector’s full name, signature, address,
4 telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a
5 written statement of all grounds for the objection accompanied by any legal support for such objection;
6 (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e)
7 be returned by mail to the Settlement Administrator at the specified address, postmarked on or before
8 the Response Deadline.

9 w. “PAGA Amount” means the allocation of Fifty Thousand Dollars (\$50,000)
10 from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the
11 PAGA Amount, or \$37,500, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining
12 twenty-five percent (25%), or \$12,500, will be distributed to the PAGA Employees (i.e., the PAGA
13 Employee Amount).

14 x. “PAGA Employees” means all individuals who are current or former hourly-
15 paid or non-exempt employees of Defendant within the State of California at any time during the
16 PAGA Period.

17 y. “PAGA Employee Amount” means the amount of Twelve Thousand Five
18 Hundred Dollars (\$12,500), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on
19 a *pro rata* basis based on their PAGA Workweeks.

20 z. “PAGA Period” means the period from March 7, 2022 through August 31,
21 2024.

22 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA
23 Claims.

24 bb. “Pay Periods” means the number of pay periods each PAGA Employee was
25 employed by Defendant as an hourly-paid or non-exempt employee in California who actively worked
26 for Defendant during the PAGA Period, which will be calculated by the Settlement Administrator by
27 using the pay period and workweek count provided by Defendant which is based on employee time
28 punch records.

cc. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

dd. “Preliminary Approval Order” means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

ee. “Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Class Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

ff. “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter or PAGA Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders.

gg. “Released Parties” means Defendant, its affiliates, and each of its and their respective current and former officers, directors, members, insurers, shareholders, subsidiaries,

1 affiliates, predecessors, successors, and assigns.

2 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating
3 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
4 of the class action (*Marquez v. The Nielsen Co.*, Case No. 23STCV06394); (b) contain the Class
5 Member’s full name, signature, address, telephone number, and last four (4) digits of the Class
6 Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included
7 in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified
8 address, postmarked on or before the Response Deadline.

9 ii. “Response Deadline” means the deadline by which Class Members must submit
10 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
11 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
12 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
13 case the Response Deadline will be extended to the next day on which the United States Postal service
14 is open. The Response Deadline may also be extended by express agreement between Class Counsel
15 and Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the
16 Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the
17 original Response Deadline.

18 jj. “Settlement Administrator” means Apex Class Actions, or any other third-party
19 class action settlement administrator agreed to by the Parties and approved by the Court for purposes
20 of administering the Settlement. The Parties and their counsel each represent that they do not have
21 any financial interest in the Settlement Administrator or otherwise have a relationship with the
22 Settlement Administrator that could create a conflict of interest.

23 kk. “Settlement Administration Costs” means the costs payable from the Gross
24 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
25 Paragraph 14.

26 ll. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
27 who do not submit a timely and valid Request for Exclusion.

28 mm. “Workweeks” means the number of weeks each Class Member actively worked

for for Defendant based on time punch records as an hourly-paid or non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator using the Workweek count provided by Defendant which is based on employee time punch records

nn. “Workweeks Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the class action (*Marquez v. The Nielsen Co.*, Case No. 23STCV06394); (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

9. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

10. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

11. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys’ fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$210,000 if the Gross Settlement Amount is \$600,000) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement

of the Action, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

12. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Five Thousand Dollars (\$5,000). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Fifty Thousand Dollars (\$50,000) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA

1 Payments).

2 14. Settlement Administration Costs. The Settlement Administrator will be paid for the
3 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
4 which is currently estimated not to exceed Eight Thousand Dollars (\$8,000). These costs, which will
5 be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*,
6 translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other
7 documents for the Settlement, calculating and distributing payments due under the Settlement, issuing
8 of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances,
9 providing necessary reports and declarations, and other duties and responsibilities set forth herein to
10 process the Settlement, and as requested by the Parties. To the extent the actual Settlement
11 Administrator's costs are greater than the estimated amount stated herein, such excess amount will be
12 deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the
13 estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required
14 to fulfill payment to the Settlement Administrator to undertake the required settlement administration
15 duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class
16 Members.

17 15. Escalator Clause. Defendant has represented that based on time punch records, the
18 Class Members actively worked a total of 11,631 Workweeks during the period from March 7, 2022
19 to February 11, 2024 (the "Certified Workweek Amount"). If it is determined by the Settlement
20 Administrator that the total number of Workweeks actively worked by the Class Members during the
21 period from March 7, 2022 to February 11, 2024, based on employee time punch records, actually
22 exceeds 11,631 by more than 7.5%, then the Gross Settlement Amount will be increased by the
23 percentage difference between the Certified Workweek Amount and the actual number of Workweeks
24 that accrued for all Class Members from March 7, 2022 to February 11, 2024.

25 16. Individual Settlement Share Calculations. Individual Settlement Shares will be
26 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
27 Workweeks, as follows:

28 a. After Preliminary Approval, the Settlement Administrator will divide the Net

Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to each Settlement Class Member’s final Individual Settlement Share.

17. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

18. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

19. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be

1 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
2 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
3 taxes and other legally required withholdings to the appropriate government authorities.

4 20. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
5 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
6 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
7 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
8 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
9 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
10 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
11 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
12 Members, and PAGA Employees should consult with their tax advisors concerning the tax
13 consequences of any payment they receive under the Settlement.

14 21. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
15 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
16 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
17 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
18 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
19 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
20 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
21 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
22 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
23 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
24 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
25 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
26 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
27 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
28 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR

1 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
2 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
3 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
4 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
5 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
6 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
7 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
8 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

9 22. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
10 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
11 are issued to the payee. It is expressly understood and agreed that payments made under this
12 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
13 to additional compensation or benefits under any new or additional compensation or benefits, or any
14 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
15 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
16 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
17 any contrary language or agreement in any benefit or compensation plan document that might have
18 been in effect during the Class Period).

19 23. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
20 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
21 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement
22 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
23 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to
24 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
25 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
26 Order seeking the following:

- 27 a. Conditionally certifying the Class for settlement purposes only;
- 28 b. Granting Preliminary Approval of the Settlement;

- 1 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 2 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 3 e. Approving as to form and content, the mutually-agreed upon and proposed
- 4 Class Notice and directing its mailing by First Class U.S. Mail;
- 5 f. Approving the manner and method for Class Members to request exclusion
- 6 from or object to the Class Settlement as contained herein and within the Class Notice;
- 7 g. Scheduling a Final Approval Hearing at which the Court will determine whether
- 8 Final Approval of the Settlement should be granted.

9 24. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),

10 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary

11 approval of the Settlement.

12 25. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,

13 Defendant will provide the Class List to the Settlement Administrator.

14 26. Notice by First-Class U.S. Mail.

15 a. Within seven (7) calendar days after receiving the Class List from Defendant,

16 the Settlement Administrator will perform a search based on the National Change of Address Database

17 or any other similar services available, such as provided by Experian, for information to update and

18 correct for any known or identifiable address changes, and will mail a Class Notice in English and

19 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via

20 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement

21 Administrator.

22 b. Any Class Notice returned to the Settlement Administrator as undeliverable on

23 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding

24 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on

25 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly

26 attempt to determine the correct address using a skip-trace or other search, using the name, address,

27 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)

28 calendar days.

1 c. Compliance with the procedures described herein above shall constitute due and
2 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
3 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
4 provide notice of the Settlement.

5 27. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA
6 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which
7 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and
8 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the
9 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
10 means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence
11 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks
12 and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records
13 will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA
14 Employee produces information and/or documents to the contrary, the Settlement Administrator will
15 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement
16 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
17 the disputing Class Member/PAGA Employee should be credited with under the Settlement. The
18 Settlement Administrator's decision on such disputes will be final and non-appealable.

19 28. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
20 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
21 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
22 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
23 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
24 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
25 submitted, and also identify the individuals who have submitted a timely and valid Request for
26 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
27 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
28 to request exclusion from the Class Settlement. Any Class Member who submits a Request for

1 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
2 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
3 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
4 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
5 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
6 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
7 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
8 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
9 submit a Request for Exclusion.

10 29. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
11 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
12 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
13 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
14 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
15 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
16 and complete and which were not), and also attach them to a declaration that is to be filed with the
17 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
18 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
19 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
20 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
21 whether they have submitted a Notice of Objection.

22 30. Reports by the Settlement Administrator. The Settlement Administrator shall provide
23 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
24 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
25 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
26 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
27 Administrator will provide to counsel for the Parties any updated reports regarding the administration
28 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it

1 receives a request from an individual or any other entity regarding inclusion in the Class and/or
2 Settlement or regarding a Workweeks Dispute.

3 31. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
4 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
5 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
6 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
7 the number of Class Members who have submitted timely and valid Requests for Exclusion following
8 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
9 administration owed to the Settlement Administrator incurred up to that date.

10 32. Certification of Completion. Upon completion of administration of the Settlement, the
11 Settlement Administrator will provide a written declaration under oath to certify such completion to
12 the Court and counsel for all Parties.

13 33. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
14 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
15 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
16 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
17 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
18 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
19 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
20 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
21 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
22 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 23 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
24 consummation of its terms and provisions;
- 25 b. Certification of the Settlement Class;
- 26 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 27 d. Approval of the application for Enhancement Payment to Plaintiff;
- 28 e. Directing Defendant to fund all amounts due under the Settlement Agreement

1 and ordered by the Court; and

2 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
3 conformity with California Rules of Court 3.769 and the Settlement Agreement.

4 34. Funding of the Gross Settlement Amount. No later than fifteen (15) business days after
5 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
6 Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
7 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
8 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
9 unemployment insurance tax ID number, and other information requested by the Settlement
10 Administrator, no later than five (5) business days after the Effective Date. The Settlement
11 Administrator will provide the following prior to the deposit (1) Invoice/Letter on the Class Action
12 Administrator's letterhead indicating the Gross Settlement Amount of the QSF; (2) Bank letter with
13 wire instructions on the bank's letterhead indicating the bank routing number and the Class Action
14 Administrator's bank account name and number for the QSF; and (3) W-9 for the Class Action
15 Administrator's QSF.

16 35. Distribution of the Gross Settlement Amount. Within five (5) business days of the
17 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
18 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
19 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class
20 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
21 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
22 timely forward these to the appropriate government authorities.

23 36. Settlement Checks. The Settlement Administrator will be responsible for undertaking
24 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
25 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
26 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
27 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
28 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
Members and PAGA Employees are not required to submit a claim to be issued an Individual

1 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
2 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
3 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
4 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
5 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA
6 Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil
7 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class
8 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required
9 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or
10 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
11 are necessitated due to the cancellation of any Individual Settlement Payment and/or Individual PAGA
12 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
13 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose
14 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA
15 Settlement.

16 37. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,
17 Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released,
18 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

19 38. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,
20 Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will
21 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
22 discharged the Released Parties of all Released PAGA Claims.

23 39. Plaintiff's Individual Claims Release. Plaintiff has executed a general release of her
24 individual claims against Defendant in a separate, individual settlement agreement ("Individual
25 Settlement Agreement").

26 40. Final Approval Order and Judgment. The Parties shall provide the Settlement
27 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
28 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for

sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

41. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

42. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

1 43. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
2 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
4 of action or right herein released and discharged.

5 44. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
6 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
7 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

8 45. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
9 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
10 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
11 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
13 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
14 which provide that a written agreement is to be construed according to its terms and may not be varied
15 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
16 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

17 46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
18 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
19 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
20 Approval Hearing to be conducted by the Court.

21 47. Amendment or Modification. Prior to the filing of the motion for preliminary approval
22 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
23 except by written agreement signed by counsel for all Parties. After the filing of the motion for
24 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
25 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
26 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
27 constitute a waiver of any other provision.

28 48. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant

1 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
2 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
3 full authority to enter into this Settlement Agreement, and further intend that this Settlement
4 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
5 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
6 confidentiality provisions that otherwise might apply under state or federal law.

7 49. Signatories. It is agreed that because the members of the Class are so numerous, it is
8 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
9 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
10 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
11 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
12 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
Member and PAGA Employee.

13 50. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
14 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

15 51. California Law Governs. All terms of this Settlement Agreement and attached exhibits
16 hereto will be governed by and interpreted according to the laws of the State of California.

17 52. Execution and Counterparts. This Settlement Agreement is subject only to the
18 execution of all Parties. However, this Settlement Agreement may be executed in one or more
19 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
20 copies of the signature page, will be deemed to be one and the same instrument.

21 53. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
22 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
23 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
24 account all relevant factors, present and potential. The Parties further acknowledge that they are each
25 represented by competent counsel and that they have had an opportunity to consult with their counsel
26 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
27 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
28 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to

1 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

2 54. Invalidity of Any Provision. Before declaring any provision of this Settlement
3 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
4 possible consistent with applicable precedents so as to define all provisions of this Settlement
5 Agreement valid and enforceable.

6 55. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
7 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
8 to implement the Settlement.

9 56. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
10 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
11 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
12 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
13 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
14 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
15 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
16 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
17 construed as an admission or concession by Defendant of any such violations or failures to comply
18 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
19 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
20 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
21 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
22 federal, state, local or other applicable law.

23 57. Captions. The captions and paragraph numbers in this Settlement Agreement are
24 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
25 intent of the provisions of this Settlement Agreement.

26 58. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
27 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
28 construed more strictly against one Party than another merely by virtue of the fact that it may have

1 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
2 negotiations between the Parties, all Parties have contributed equally to the preparation of this
3 Settlement Agreement.

4 59. Representation By Counsel. The Parties acknowledge that they have been represented
5 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
6 that this Settlement Agreement has been executed with the consent and advice of counsel, and
7 reviewed in full.

8 60. All Terms Subject to Final Court Approval. All amounts and procedures described in
9 this Settlement Agreement herein will be subject to final Court approval.

10 61. Notices. All notices, demands, and other communications to be provided concerning
11 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
12 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
13 as follows:

14 To Plaintiffs and Class Counsel:

15 Jonathan M. Genish
16 jgenish@blackstonepc.com
17 Barbara DuVan-Clarke
18 BDC@blackstonepc.com
19 Alexander K. Spellman
20 aspellman@blackstonepc.com
21 P.J. Van Ert
22 pjvanert@blackstonepc.com

23 **BLACKSTONE LAW, APC**

24 8383 Wilshire Boulevard, Suite 745
25 Beverly Hills, California 90211
26 Tel: (310) 622-4278 / Fax: (855) 786-6356

27 To Defendant and Defendant's Counsel:

28 Brian P. Long
BPLong@Seyfarth.com
SEYFARTH SHAW LLP
601 South Figueroa Street, Suite 3300
Los Angeles, California 90017
Tel: (213) 270-9675 / Fax: (310) 551-8416

62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
cooperate with each other in good faith and use their best efforts to implement the Settlement,
including and not limited to, executing all documents to the extent reasonably necessary to effectuate

the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF ARMIDA MARQUEZ

Dated: 09/26/2024



Armida Marquez

**DEFENDANT THE NIELSEN COMPANY
(US) LLC**

Dated: _____

Full Name: _____

Title: _____
On behalf of The Nielsen Company (US) LLC

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 09/30/2024



Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiff Armida Marquez
and Proposed Class Counsel

SEYFARTH SHAW, LLP

Dated: _____

Brian P. Long
Attorneys for Defendant The Nielsen Company
(US) LLC

1 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
2 content of any document needed to implement the Settlement Agreement, or on any supplemental
3 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
4 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

5 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
6 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

7 **IT IS SO AGREED.**

8 **PLAINTIFF ARMIDA MARQUEZ**

9
10 Dated: _____

Armida Marquez

11
12 **DEFENDANT THE NIELSEN COMPANY
(US) LLC**

13
14 Dated: 9/30/2024

Signature: Michael Hendershot
Michael Hendershot (Sep 30, 2024 13:20 CDT)

Email: mike.hendershot@nielsen.com
Full Name: Michael Hendershot

Title: General Counsel, Litigation & Dispute Resolution
On behalf of The Nielsen Company (US) LLC

15
16
17 **APPROVED AS TO FORM ONLY:**

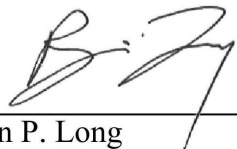
18
19 **BLACKSTONE LAW, APC**

20
21 Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke
*Attorneys for Plaintiff Armida Marquez
and Proposed Class Counsel*

22
23
24 **SEYFARTH SHAW, LLP**

25
26 Dated: September 30, 2024



Brian P. Long
*Attorneys for Defendant The Nielsen Company
(US) LLC*

2024.09.26_CLASS and PAGA Settlement (Nielsen Co. - Marquez)-final

Final Audit Report

2024-09-30

Created:	2024-09-30
By:	Sheryl Watson (Sheryl.Watson@nielsen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_ADaRC1HpyjwvrCkEcAI0KK2-ZTkHuQz

"2024.09.26_CLASS and PAGA Settlement (Nielsen Co. - Marquez)-final" History

-  Document created by Sheryl Watson (Sheryl.Watson@nielsen.com)
2024-09-30 - 4:30:56 PM GMT
-  Document emailed to Michael Hendershot (mike.hendershot@nielsen.com) for signature
2024-09-30 - 4:31:05 PM GMT
-  Email viewed by Michael Hendershot (mike.hendershot@nielsen.com)
2024-09-30 - 6:19:29 PM GMT
-  Document e-signed by Michael Hendershot (mike.hendershot@nielsen.com)
Signature Date: 2024-09-30 - 6:20:45 PM GMT - Time Source: server
-  Agreement completed.
2024-09-30 - 6:20:45 PM GMT

EXHIBIT 2

Electronically Received 10/02/2024 10:58 AM

Jonathan M. Genish (State Bar No. 259031)
Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Alexander K. Spellman (State Bar No. 250398)
aspellman@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Annabel Blanchard (State Bar No. 258135)
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BLACKSTONE LAW, APC
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Beverly Hills, California 90211
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Attorneys for Plaintiff Armida Marquez

FILED
Superior Court of California
County of Los Angeles

10/28/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LOS ANGELES – SPRING STREET COURTHOUSE

ARMIDA MARQUEZ, individually, and on
behalf of others similarly situated;

Plaintiff,

vs.

THE NIELSEN COMPANY (US), LLC, and
DOES 1 through 25, inclusive,

Defendants.

Case No.: 23STCV06394

Honorable Kenneth R. Freeman
Spring Street Department 14

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

Date: October 27
April 29, 2025
Time: 10:00 a.m. 11 AM
Dept.: 14 15

Complaint Filed: March 21, 2023
Trial Date: None Set

[PROPOSED] ORDER

On ~~April 29, 2025, at 10:00 a.m.~~ ^{10/27/2025 at 11 AM} ¹⁵ ~~14~~ of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Armida Marquez's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable ~~Kenneth R. Freeman~~ ^{Timothy Patrick Dillon}. Blackstone Law, APC appeared on behalf of Plaintiff and Seyfarth Shaw LLP appeared on behalf of Defendant The Nielsen Company (US), LLC ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Declaration of Jonathan M. Genish in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(1).

5. The Court concludes that, for settlement purposes only, the proposed 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) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will 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 adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

All individuals who are current or former hourly-paid or non-exempt employees of Defendant within the State of California who actively worked for Defendant at any time during the Class Period.

(The Class Period is defined as the period from March 7, 2022 through August 31, 2024)

7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, Alexander K. Spellman, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiff Armida Marquez as the representative of the Class ("Class Representative").

9. The Court provisionally appoints Apex Class Action LLC to handle the administration of the Settlement ("Settlement Administrator").

///

1 10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the
2 Settlement Administrator with the following information about each Class Member: full name, last
3 known mailing address, Social Security number, dates worked for Defendant during the Class Period,
4 Workweeks worked for Defendant during the Class Period, Pay Periods worked for Defendant during
5 the Class Period, and such other information as is necessary for the Settlement Administrator to
6 calculate Workweeks and Pay Periods (if applicable) (collectively referred to as the “Class List”) in
7 conformity with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
9 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
10 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
11 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
12 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
13 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by
14 submitting a Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to
15 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
16 The Court further finds that distribution of the Class Notice substantially in the manner and form set
17 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
18 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
19 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail
20 the Class Notice in English and Spanish by First-Class U.S. Mail to all Class Members within seven
21 (7) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement
22 Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
26 with the requirements set forth in the Class Notice, to the Settlement Administrator, by mail,
27 postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the
28 Class Notice by the Settlement Administrator to Class Members (“Response Deadline”), or, in the

1 case of a re-mailed Class Notice, the Response Deadline shall be extended fifteen (15) calendar days
2 from the original Response Deadline. Any such person who timely and validly chooses to opt out of,
3 and be excluded from, the Class Settlement will not be entitled to any recovery under the Class
4 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or
5 comment thereon. Notwithstanding the above, all PAGA Employees will be bound to the PAGA
6 Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a
7 Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion
8 (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment
9 based thereon.

10 13. A Final Approval Hearing shall be held before this Court on
11 03/30/2026 at 10:00 a.m./¹⁵~~p.m.~~ in Department ~~14~~¹⁵ of the Los Angeles
12 County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, to
13 determine all necessary matters concerning the Settlement, including: whether the proposed settlement
14 of the action on the terms and conditions provided for in the Settlement is fair, adequate, and
15 reasonable and should be finally approved by the Court; whether a judgment, as provided in the
16 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
17 be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and
18 determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payment,
19 Settlement Administration Costs, and allocation for the PAGA Amount.

20 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
21 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
22 appropriate declarations and supporting evidence, including the Settlement Administrator's
23 declaration, by per code, to be heard at the Final Approval Hearing.

24 15. To object to the Class Settlement, a Settlement Class Member must submit a Notice of
25 Objection in conformity with the requirements set forth in the Class Notice, to the Settlement
26 Administrator, by mail, postmarked on or before the Response Deadline. Settlement Class Members,
27 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
28 regardless of whether they have submitted a Notice of Objection.

1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
4 the parties shall revert back to their respective positions as of before entering into the Settlement
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

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

11 **IT IS SO ORDERED.**

12
13 Dated: 10/28/2025



A handwritten signature in black ink, appearing to read "Timothy Patrick Dillon".

The Honorable ~~Kenneth R. Freeman~~
Judge of the Superior Court

Timothy Patrick Dillon / Judge

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17 Fees will be at most 33%.
18 Service award will be at most \$1500.
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EXHIBIT 1

1 **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

2 *Marquez v. The Nielsen Company (US) LLC*

3 Superior Court of California for the County of Los Angeles, Case Nos. 23STCV06394 &
4 23STCV14406

5 **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

6 **You have received this Class Notice because Defendant’s records indicate that you may be eligible to**
7 **take part in the class action settlement reached in the above-referenced case.**

8 **You do not need to take any action to receive a settlement payment.**

9 **This Class Notice is designed to advise you of your rights and options with respect to the settlement, and**
10 **how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or**
11 **dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

12 **YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff
13 Armida Marquez (“Plaintiff”) and Defendant The Nielsen Company (US) LLC (“Defendant”) (Plaintiff and
14 Defendant are collectively referred to as the “Parties”) in the cases entitled *Armida Marquez v. The Nielsen*
15 *Company (US) LLC*, Los Angeles County Superior Court, Case Nos. 23STCV06394 & 23STCV14406
16 (“Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary
17 approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval
18 Hearing”) to determine whether or not the Court should grant final approval of the settlement.

19 **I. IMPORTANT DEFINITIONS**

20 “Class” or “Class Member” means all individuals who are current or former hourly-paid or non-exempt
21 employees of Defendant within the State of California who actively worked for Defendant at any time during
22 the Class Period.

23 “Class Period” means the period from March 7, 2022 through August 31, 2024.

24 “Class Settlement” means the settlement and resolution of all Released Class Claims.

25 “PAGA Employees” means all individuals who are current or former hourly-paid or non-exempt employees of
26 Defendant within the State of California at any time during the PAGA Period.

27 “PAGA Period” the period from March 7, 2022 through August 31, 2024.

28 “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

29 **II. BACKGROUND OF THE ACTION**

30 On March 10, 2023, Plaintiff provided written notice to the California Labor and Workforce Development
31 Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends
32 were violated (“PAGA Letter”). On March 21, 2023, Plaintiff commenced a putative class action lawsuit by
33 filing a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No.
34 23STCV06394 (“Class Complaint”). On June 21, 2023, Plaintiff filed a Complaint for Enforcement Action
35 Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. alleging a cause of action
36 under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.*
37 (“PAGA”) (“PAGA Complaint”). Together, the PAGA Letter and the complaints are referred to as the “Action.”
38 Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal
39 and rest breaks and associated premiums, timely pay wages upon termination of employment and associated
40 waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby
41 engaged in unfair business practices in violation of the California Business and Professions Code section 17200,
42 *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of

unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action Administration as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Armida Marquez as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish, Esq.

Barbara DuVan-Clarke, Esq.

Alexander K. Spellman, Esq.

P.J. Van Ert, Esq.

Annabel Blanchard, Esq.

Blackstone Law, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Six Hundred Thousand Dollars (\$600,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$210,000 if the Gross Settlement Amount is \$600,000), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Five Thousand Dollars (\$5,000) to Plaintiff for her services in the Action; (3) the amount of Fifty Thousand Dollars (\$50,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$37,500) ("LWDA Payment") and the remaining 25% (\$12,500) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars (\$8,000) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual

Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee was employed by Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From March 7, 2022 through August 31, 2024 (i.e., the Class Period), you are credited with [REDACTED] Workweeks.**
- **From March 7, 2022 through August 31, 2024 (i.e., the PAGA Period), you are credited with [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the class action *Marquez v. The Nielsen Co.*, Case No. 23STCV06394; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual

1 **Settlement Share and will only be distributed if the Court approves the Settlement and**
2 **after the Settlement goes into effect.**

3 **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be**
4 **\$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the**
5 **Settlement goes into effect.**

6 The settlement approval process may take multiple months. Your Individual Settlement Share and Individual
7 PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual
8 Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

9 **D. Release of Claims**

10 Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be
11 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
12 Released Parties of all Released Class Claims.

13 Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all
14 PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled,
15 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

16 “Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
17 expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged
18 based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal,
19 state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and
20 minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages
21 upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in
22 violation of California Labor Code Sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1,
23 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys’ fees and
24 costs and statutory interest in connection therewith, California Business and Professions Code sections 17200,
25 *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

26 “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA
27 Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
28 California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto,
29 for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods
30 and associated premium payments, timely pay wages during employment and upon termination, provide
31 complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-
32 related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
33 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
34 including *inter alia*, Wage Order 16-2001.

35 “Released Parties” means Defendant, its affiliates, and each of its and their respective current and former
36 officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
37 assigns.

38 **E. Attorneys’ Fees and Costs to Class Counsel**

39 Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross
40 Settlement Amount (i.e., \$210,000 if the Gross Settlement Amount is \$600,000) and reimbursement of litigation

costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars (\$5,000) (“Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars (\$8,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and if the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the class action *Marquez v. The Nielsen Co.*, Case No. 23STCV06394; (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked on or before [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement

(and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the class action *Marquez v. The Nielsen Co.*, Case No. 23STCV06394; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 14 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by to <https://www.lacourt.org/> then clicking on “Online Services,” selecting “Case Access – Civil,” and entering case number 23STCV06394.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

EXHIBIT 3

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior

Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

List of Expenses Items - 2/18/2026

Date	Type of Expense	Title	Amount
1/24/2023	Mailing	Records Request to TNC US Holdings Inc. Records Request	\$8.10
1/24/2023	Mailing	Records Request to Cogency Global Inc. Records Request	\$8.10
2/16/2023	Mailing	Welcome Package	\$1.26
3/2/2023	Mailing	TNC US Holdings Inc., Follow Up Personnel Records Request	\$8.10
3/2/2023	Mailing	The Nielsen Company (US), LLC; Personnel Records Request	\$8.10
3/2/2023	Mailing	Cogency Global Inc., Follow Up Personnel Records Request	\$8.10
3/10/2023	Filing	PAGA Letter Submission to the LWDA	\$75.00
3/10/2023	Mailing	The Nielsen Company (US), LLC; PAGA Notice	\$8.34
3/10/2023	Mailing	Mai Yang, PAGA Notice	\$8.34
3/10/2023	Mailing	Connie Mix, PAGA Notice	\$8.34
3/10/2023	Mailing	Phillip Morado, PAGA Notice	\$8.34
3/10/2023	Mailing	Erin Haggerty, PAGA Notice	\$8.34
3/10/2023	Mailing	Rebekah D'Angelo, PAGA Notice	\$8.34
3/10/2023	Mailing	Amber Smyth, PAGA Notice	\$8.34
3/10/2023	Mailing	Christen Vinnola, PAGA Notice	\$8.34
3/10/2023	Mailing	Alex Gonzalez, PAGA Notice	\$8.34
3/10/2023	Mailing	Cogency Global Inc.; PAGA Notice	\$8.34
3/31/2023	Filing	First Legal Network - Complaint Packet	\$1,532.35
6/30/2023	Filing	First Legal Network - Complaint Packet (PAGA)	\$492.35
7/19/2023	Mailing	Notice of CMC to Seyfarth Shaw LLP	\$0.63
7/31/2023	Filing	First Legal Network - Notice and Acknowledgment of Receipt	\$39.95
8/7/2023	Other	LA Superior Court - Document Purchase	\$10.80
8/30/2023	Filing	Steno - Joint Status Statement	\$99.95
9/28/2023	Other	Payment to USC Orthopedics: VitalChart - Medical Records	\$332.05
10/20/2023	Filing	Steno - Case Management Statement (PAGA)	\$59.95
10/24/2023	Other	Steno - Courtesy Copy Delivery to Court: Case Management Statement (PAGA)	\$99.00
11/8/2023	Hosting Fee	Payment to Case Anywhere	\$136.71
12/6/2023	Filing	Steno - Joint Report	\$99.95
2/7/2024	Hosting Fee	Payment to Case Anywhere	\$147.00
3/12/2024	Mediation	Payment to Barnes Dispute Resolution	\$7,500.00
3/12/2024	Mailing	Barnes Dispute Resolution, Check	\$5.04
3/12/2024	Mediation	Payment to Berger Consulting Group	\$3,600.00
4/18/2024	Mailing	Berger Consulting Group, Check	\$0.64
5/17/2024	Filing	Steno - Joint Notice of Settlement (PAGA)	\$59.95
5/28/2024	Filing	Steno - Joint Notice of Settlement	\$59.95
9/19/2024	Filing	Steno - Notice of Remote Appearance (PAGA)	\$99.95
12/13/2024	Filing	Steno - Response to Order (PAGA)	\$99.95
12/23/2024	Filing	Steno - Motion for Preliminary Approval and Supporting Documents	\$180.95
2/25/2025	Hosting Fee	Payment to Case Anywhere	\$147.00
3/13/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
4/18/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
4/30/2025	Filing	Steno - Notice of Remote Appearance	\$59.95
5/1/2025	Filing	Steno - Response to Order to Show Cause (PAGA)	\$99.95
5/8/2025	Hosting Fee	Payment to Case Anywhere	\$55.00
5/13/2025	Filing	Steno - Notice of Minute Order (PAGA)	\$59.95
6/18/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
7/15/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
8/22/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
9/12/2025	Filing	Steno - Notice of Minute Order	\$59.95
9/18/2025	Hosting Fee	Payment to Case Anywhere	\$73.00
9/22/2025	Filing	Steno - Supplemental Declaration	\$59.95
11/7/2025	Filing	Steno - Notice of Minute Order	\$59.95
11/11/2025	Filing	Steno - Response to Order to Show Cause (PAGA)	\$59.95
11/14/2025	Filing	Steno - Notice of Entry of Judgment Order for MPA	\$59.95
11/18/2025	Hosting Fee	Payment to Case Anywhere	\$55.00
11/19/2025	Filing	Steno - Notice of Minute Order (PAGA)	\$59.95
12/30/2025	Hosting Fee	Payment to Case Anywhere	\$55.00
1/27/2026	Hosting Fee	Payment to Case Anywhere	\$49.00
2/27/2026	Hosting Fee	Payment to Case Anywhere	\$49.00

Estimated Cost - Steno: Motion for Final Approval ("MFA") and Supporting Documents (Hernandez Class)

\$180.95

Estimated Cost - Steno: Notice of Entry of Judgment or Order (MFA)

\$59.95

Estimated Cost - Steno: Administrator's Final Report

\$59.95

Total: \$ 16,465.68