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Attorneys for Plaintiff, KIMBERLY GIL GUTIERREZ, an individual and on behalf of all others similarly situated and aggrieved,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

KIMBERLY GIL GUTIERREZ, an individual and on behalf of all others similarly situated,

Plaintiffs,

v.

GROUNDWORKS CAMPAIGNS, INC., a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2023-01320761-CU-OE-CXC

[*Assigned for all purposes to the Hon. Layne H. Melzer, Dept. CX102*]

SECOND SUPPLEMENTAL DECLARATION OF ASHLIE E. FOX IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT

HEARING INFORMATION:

DATE: November 12, 2026
TIME: 2:00pm
DEPT: CX102

DECLARATION OF ASHLIE E. FOX

I, Ashlie E. Fox, state and declare, as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am a Senior Attorney at J. Gill Law Group, P.C, counsel of record for plaintiff Kimberly Gil Gutierrez ("Plaintiff") and all others similarly situated and aggrieved. As such, I am familiar with the file in this matter and if called as a witness I could and would competently testify to the following facts of my own personal knowledge.

2. I make this second supplemental declaration in support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ("Motion").

3. On October 22, 2026, this Court issued an Order indicating issues to be addressed regarding the Motion. Plaintiff addresses each of those issues here:

4. The Court advised there was no indication the Labor and Workforce Development Agency ("LWDA") had been served with the moving papers. On October 22, 2026, my office filed a Proof of Service (ROA #153) demonstrating service of the original moving papers as well as the supplemental filings filed on October 22, 2026, on the LWDA. A Proof of Service demonstrating service of the Court's October 22, 2026, Order as well as the instant declaration and Amended Proposed] Order of Final Approval and Judgment is being filed concurrently herewith.

5. The Court advised that the moving papers did not provide the final, actual number of PAGA aggrieved employees, the final, actual number of PAGA pay periods, or the "low" estimate for PAGA payments. On October 22, 2026, my office filed the Second Supplemental Declaration of Nick Castro of ILYM Group, Inc., in Support of Motion for Final Approval of Settlement (ROA #155), providing the requested information at paragraph 16.

6. The indicated Class Counsel must attest as to any fee splitting agreements with other counsel. On October 22, 2026, I filed the Supplemental Declaration of Ashlie E. Fox in Support of Plaintiff's Motion (ROA #151), providing the requested information at paragraph 3.

7. The Court ordered that the parties submit a revised [Proposed] Order of Final Approval and Judgment addressing various issues. The Amended Proposed] Order of Final

Approval and Judgment is being lodged concurrently herewith. A true and correct redlined copy of the Amended Proposed] Order of Final Approval and Judgment demonstrating the revisions made is attached hereto as **Exhibit 1**.

8. Specifically, the Court indicated:

- The specific awards and disbursements should be revised to reflect the amounts set forth in this order - ***See* Exh. 1, Order, ¶¶ 13-15.**
- The date for the approval hearing should be updated to reference the continued hearing date - ***See* Exh. 1, Order, p. 1.**
- The proposed order and judgment should state the correct exhibit number (i.e., 3, not 1) for the clean, fully executed version of the Amended Settlement Agreement attached to ROA #104 – **Revised to reflect the Amended Settlement Agreement attached to ROA #136, s*ee* Exh. 1, Order, ¶ 2.**
- In addition to stating the class definition and period, the proposed order and judgment should also include the number of class members, along with the definition, PAGA period, and number of aggrieved employees - ***See* Exh. 1, Order, ¶¶ 8-9.**
- The proposed order and judgment must specify that the two class members who have validly excluded themselves will not be bound by the settlement or judgment - ***See* Exh. 1, Order, ¶ 5, Judgment, ¶ 5.**
- The proposed order and judgment must state that 2 class members submitted workweek disputes and how the disputes were resolved - ***See* Exh. 1, Order, ¶ 5.**
- The proposed order and judgment should use the same term to describe the enhancement award as the term used in the Settlement Agreement (i.e., "Service Award"), not a different term ("Incentive Award") - ***See* Exh. 1, Order, ¶¶ 13, 15.**
- The proposed order and judgment should state that the Court's continuing jurisdiction is pursuant to both California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h) - ***See* Exh. 1, Order, ¶ 27.**

- The proposed order and judgment should state that the settlement administrator's final report should be filed at least 16 court days before the Final Accounting hearing - ***See*** **Exh. 1, Order, ¶ 26.**
- Pursuant to Code of Civil Procedure 384.5 and Government Code section 68520, subdivision (a), because the Settlement Agreement provides for distribution of uncashed funds to a cy pres recipient, Legal Aid at Work, the proposed order and judgment must contain (1) the causes of action resolved by the judgment, with a summary of the underlying allegations; and (2) the purpose of the distribution to the cy pres recipient and how the cy pres recipient plans to expend the funds or proceeds received, if known - ***See*** **Exh. 1, Judgment, ¶ 3.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct on October 30, 2026, at Portland, Maine.

/s/ Ashlie E. Fox
Ashlie E. Fox

Exhibit 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

KIMBERLY GIL GUTIERREZ, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

GROUNDWORKS CAMPAIGNS, INC., a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2023-01320761-CU-OE-CXC

[*Assigned for all purposes to the Hon. Layne H. Melzer, Dept. CX102*]

AMENDED [PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

~~*[Lodged concurrently with Motion for Final Approval; Declarations in Support Thereof]*~~

HEARING INFORMATION:

DATE: ~~October 22~~November 12, 2026
TIME: 2:00pm
DEPT: CX102

ORDER

This matter having come before the Court on ~~October 22~~November 12, 2026 for a final fairness hearing pursuant to the Order of this Court dated May 26, 2026, granting preliminary approval ("Preliminary Approval Order") of the class and representative action settlement upon the terms set forth in the Amended Class Action and Representative Action Settlement and Class Notice ("Settlement Agreement") submitted in support of Motion for Preliminary Approval of the Class and Representative Action Settlement and Certifying Class for Settlement Purposes; and due and adequate notice having been given to the Class Members as required in the Preliminary Approval Order; and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion for Final Approval of Class ~~Action~~ and Representative Action Settlement~~; Enhancement Award; and Reasonable Attorneys' Fees and Costs~~ is hereby granted in its entirety.

2. The definitions set out in the Settlement Agreement (attached as **Exhibit 1** to the Declaration of Ashlie E. Fox in Support of Plaintiff's Motion for ~~Preliminary~~ Final Approval of Class Action and Representative Action Settlement~~ and Provisional Class Certification for Settlement Purposes Only~~, ROA #13~~60~~4) are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order as defined in the Settlement Agreement.

3. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including all Class Members.

4. Distribution of the Notice of Settlement of Class Action Lawsuit ("Class Notice") directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth herein have been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. This Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and

the Class Notice fully satisfied the requirement of due process.

5. Two (2) Class Members opted out and zZero (0) Class Members objected to the settlement. Two (2) Class Members submitted workweek disputes but after review, the administrator deemed them invalid. The following persons have validly excluded themselves from the Settlement and will not be bound by the Settlement or Judgment: Kevin E. Johnson and Nereida Dellan.

6. The Court further finds that the settlement is fair, reasonable and adequate and that plaintiff Kimberly Gil Gutierrez ("Plaintiff") has satisfied the standards and applicable requirements for final approval of class action settlement under California law, including the provisions of Code of Civil Procedure section 382 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

7. This Court hereby approves the class settlement set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs the parties to effectuate the settlement according to its terms. The Court finds that the settlement has been reached as a result of intensive, serious and non-collusive arm's length negotiations. The Court further finds that the parties have conducted extensive and costly investigation and research and counsel for the parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of this action. The Court has noted the significant benefits to the Class Members under the settlement. The Court also finds that the class is properly certified as a class for settlement purposes only.

8. For settlement purposes only, the Court certifies the following class: all persons currently or formerly employed by defendant Groundworks Campaigns, Inc. ("Defendant") as hourly and/or non-exempt employees at any time during the period from April 21, 2019 through October 4, 2024 ("Class Period") in the State of California ("Class Members"). There are 2,165 Participating Class Members.

~~8.~~ 9. "Aggrieved Employees" are all individuals who are or were previously employed in California by Defendant as hourly and/or non-exempt employees at any point between April 21, 2022 to October 4, 2024 (the "PAGA Period"). There are 1,216 Aggrieved Employees.

~~9.~~ 10. Nothing contained in this Settlement Agreement shall be construed or deemed in admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

~~10.~~ 11. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members will release the Released Parties of all claims that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Operative Complaint in the Action, which occurred during the Class Period during employment in a non-exempt position in California, except for any claim(s) for civil penalties under PAGA ("Class Released Claims"). All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Operative Complaint in the Action and the PAGA Notice letter submitted by Plaintiff to the LWDA on April 21, 2023, which occurred during the PAGA Period during employment in a non-exempt position in California, including but not limited to, all claims for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the PAGA Notice and Operative Complaint, which includes, without limitation, Labor Code sections 96(k), 98.6, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2802 and 2810.5 ("PAGA Released Claims").

12. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation, and the attendant inconvenience and expense.

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~~12.~~ 13. The Settlement Agreement provides for a "Gross Settlement Amount" of $339,620.00[1]. From the Gross Settlement Amount, payments shall be made: individual settlement payments to Class Members, Court approved attorneys' fees of $101,886.00 and costs of $18,5538~~9~~.45, Settlement Administrator costs of $16,950.00, a~~n incentive~~ Service Award to Kimberly Gil Gutierrez of $~~7,500~~5,000.00, and PAGA penalties in the amount of $20,000.00, of which $15,000.00 (75%) will be paid to the LWDA and $5,000.00 (25%) will be paid to Aggrieved Employees. The payment of the settlement funds by Defendant, as well as the payment of individual settlement checks to Class Members and Employers' Taxes, will be made as set forth in the Settlement Agreement.

~~13.~~ 14. The Court hereby awards Class Counsel attorneys' fees in the total amount of $101,886.00, which is thirty percent (30%) of the Gross Settlement Amount and to be deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of $18,5538~~9~~.45 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement. In approving the payment of attorneys' fees, the Court finds that the Settlement conferred a significant benefit on the Class and the necessity and financial burden of private enforcement of California labor laws makes an attorney fee award to Plaintiff's Class Counsel appropriate. The amount of this award is based on the lodestar analysis, subject to a reasonable multiplier, for awarding reasonable attorney's fees and costs and is reasonable, fair and eminently justified. In setting an award of attorneys' fees, costs and expenses, this Court has considered the following factors: (a) the time and labor required; (b) preclusion of other employment; (c) the contingent nature of the cases; (d) the experience, reputation and ability of Plaintiff's Counsel and the skill they displayed in the litigation; (e) the reasonable hourly rate of attorneys' fees assessed by Class Counsel associated with prosecution of this Class Action: Jasmin K. Gill, Esq.: $750, Ashlie E. Fox, Esq., $650, and Sacha Pomares, Esq.: $500; (f) the

[1] The Gross Settlement Amount would have increased had there been more than 18,679 workweeks in the Class Period. However, pursuant to the declaration of the Settlement Administrator, the total number of Workweeks in the Class Period did not exceed 18,679 and thus the Gross Settlement Amount was not increased.

results achieved and benefits conferred on the Class; and (g) the reaction of Plaintiff and the Settlement Class Members. (See, e.g. *Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810 fn. 21.)

~~14.~~ The Court hereby approves a~~n incentive~~ service award to Kimberly Gil Gutierrez in the amount of $~~7,500~~5,000.00 in consideration for her time, effort and risk incurred on behalf of the Settlement Class. The ~~Incentive~~ Service Award will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

15. ~~///~~

~~15.~~ 16. The Court hereby approves the Settlement Administrator's cost in the amount of $16,950.00. The Settlement Administrator, ILYM Group, Inc. ("ILYM"), shall be paid the cost of administration of the settlement from the Gross Settlement Amount.

~~16.~~ 17. Except as expressly provided herein, the parties each shall bear all of their own fees and costs in connection with this matter.

~~17.~~ 18. The Court approves Kimberly Gil Gutierrez as both the Class and Private Attorneys General Act representative.

~~18.~~ 19. The Court approves Jasmin K. Gill and Ashlie E. Fox of J. Gill Law Group, P.C. as class counsel.

~~19.~~ 20. The Court approves ILYM as the Settlement Administrator.

21. Class Members will have one hundred eighty (180) calendar days from the date of mailing of the check to cash their check. For any checks from the distribution that are not cashed by Participating Class Members and Aggrieved Employees within one hundred eighty (180) calendar days from the date of mailing of the checks, within seven (7) calendar days after the expiration of the 180-day period, such checks shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600 San Francisco, California 94104 for use in any County within the State of California.

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~~21.~~ 22. The Court finds that class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendant.

~~22.~~ 23. Not later than thirty (30) days after the Final Approval Date, Defendant shall have deposited the Gross Settlement Amount of $339,620.00 in addition to Employer's Taxes pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing QSA with an FDIC insured banking institution, for distribution in accordance with the parties' Settlement Agreement and the Court's Orders.

~~23.~~ 24. Within seven (7) calendar days after entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment of the full Gross Settlement Amount by Defendants as well as Employer Taxes, the Settlement Administrator shall distribute all payments due under the Settlement, including Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved payments for the Service Award to Plaintiff, attorneys' fees and litigation costs and expenses to Class Counsel, Administration Costs to the Settlement Administrator, and the portion of the LWDA payment payable to the LWDA.

~~24.~~ 25. The Settlement Administrator is ordered to provide notice of the Final Judgment entered in this Action by posting the same on its website for a period of no less than four (4) years.

26. A Final Accounting Hearing is hereby scheduled for ~~June 24~~July 15, 2027, or _____, 2027, at 2:00 p.m., in Department CX102 of the Orange County Superior Court, Spring Street Courthouse. At least ~~ten~~ sixteen (16~~10~~) ~~calendar~~ court days prior to said Final Accounting Hearing, the parties shall file a declaration confirming that the claims have been paid and that administration of all of the terms and conditions of the class action settlement have been completed. Should the Court find that said Declaration has sufficiently evidenced full and complete administration of the class action settlement, said hearing will go off-calendar.

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~~26.~~27. Without affecting the finality of the Judgment in any way, pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h), this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the S~~s~~ettlement and all orders and judgments entered in connection therewith.

JUDGMENT

Pursuant to the Order Granting Final Approval of the Class Action and Representative Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion for Final Approval of Class Action and Representative Action Settlement ("Order Granting Final Approval") and the parties' Amended Class Action and Representative Action Settlement and Class Notice ("Settlement," "Agreement" or "Settlement Agreement"; at **Exhibit 1** to the Declaration of Ashlie E. Fox in Support of Plaintiff's Motion for ~~Preliminary~~ Final Approval of Class Action and Representative Action ~~Settlement and Provisional Class Certification for Settlement Purposes Only~~, ROA #13~~604~~). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. Pursuant to the Court's Order Granting Preliminary Approval of the Settlement Agreement as well as the Court' Order Granting Final Approval and the Settlement Agreement, defendant Groundworks Campaigns, Inc. ("Defendant") must fund the settlement account with $339,620.00 as well as Employers' Taxes and any other funds required by the parties' Settlement Agreement in accordance with the terms of the Settlement Agreement. All funds shall be disbursed to Plaintiff's Counsel, Plaintiff, the Labor Workforce and Development Agency, the Settlement Administrator, Class Members and Aggrieved Employees pursuant to the Order Granting Final Approval and Settlement Agreement. The funds associated with uncashed expired checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as

follows: to Legal Aid at Work, 180 Montgomery St., Suite 600 San Francisco, California 94104 for use in any County within the State of California.

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~~2.~~ 3. Pursuant to Code of Civil Procedure section 384.5 and Government Code section 68520, subdivision (a), this Judgment resolves Plaintiff's causes of action for: (1) Violation of PAGA; (2) Failure to Pay Overtime Wages; (3) Failure to Pay Minimum Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Waiting Time Penalties; (7) Wage Statement Violations; (8) Failure to Indemnify; (9) Failure to Timely Pay Wages; and (10) Unfair Competition based on Plaintiff's allegations that, among other things, Defendant failed to accurately track and pay for all hours worked and at the proper rates of pay, failed to all pay reporting time pay, failed to provide timely, complete, and uninterrupted meal and rest periods in compliance with California law or to provide compensation in lieu thereof, failed to reimburse employees for all costs incurred in the discharge of their duties including use of their personal vehicles and cellular phones, and, due to the foregoing, failed to provide accurate wage statements and failed to timely pay all wages owed during employment and upon termination. The purpose of distribution of the Unpaid Residue to Legal Aid at Work is to provide legal services to low income workers in California to help them understand and assert their workplace rights.

~~3.~~ 4. All Class Members who did not timely opt out from the settlement are barred from pursuing, or seeking to reopen, any of the released claims, as defined in the Settlement Agreement. Consistent with the definitions provided in the Settlement Agreement, the settlement class consists of: all persons currently or formerly employed by Defendant as hourly and/or non-exempt employees at any time during the period from April 21, 2019, through October 4, 2024 ("Class Period") in the State of California ("Class Members").

~~4.~~ 5. The following persons who have validly excluded themselves from the Settlement will not be bound by the Settlement or Judgment: Kevin E. Johnson and Nereida Dellan.

~~5.~~ This document shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

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IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2026

_____
Judge of the Superior Court