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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF STANISLAUS

ADAN CARDENAS, ANTHONY GRAY
and RYAN GIESBRECHT, individuals, on
behalf of themselves and on behalf of all
persons similarly situated, and on behalf of
the State of California, as private attorney
general,

Plaintiffs,

vs.

CRYSTAL CREAMERY, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: CV-23-003591

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

Hearing Date: May 5, 2026
Hearing Time: 8:30 a.m.

*[Hearing scheduled by Orders dated December 4,
2025 and March 26, 2026]*

Judge: Hon. Clifford Tong
Dept: 23

Date Filed: June 29, 2023
Trial Date: Not set

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

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

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

26
27 3. Summary of the Proposed Settlement.

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

1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant Crystal
2 Creamery, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action, which
3 is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the
4 Gross Settlement Amount to be paid by Defendant Crystal Creamery, Inc. (“Defendant”) is One Million
5 Eight Hundred Seventy-Three Thousand One Hundred Sixty-One Dollars and Four Cents (\$1,873,161.04)
6 (the “Gross Settlement Amount”). (Agreement at ¶¶ 1.22 and 3.1.) The original Gross Settlement
7 Amount of One Million Eight Hundred Dollars (\$1,800,000) was increased by \$73,161.04 due to the
8 Agreement’s Escalator Clause, which was triggered. (Agreement at ¶ 9.) Under the Settlement, the Gross
9 Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to
10 the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
11 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payments to the
12 Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

13 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes.
14 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
15 (Agreement at ¶ 3.1.)

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

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

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

2 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
3 the Court by mailing the notice packets after updating class members' addresses using the National
4 Change of Address database and, for any notice packets returned as undeliverable. See Declaration of
5 Madely Nava ("Nava Decl.") ¶¶ 5-7. Class Members were provided with the opportunity to exclude
6 themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.)
7 Nava Decl. ¶ 7, Exh. A. No Class Member objected and only two Class Members submitted a request
8 for exclusion. Nava Decl. ¶¶ 11-12. Therefore, nearly all Class Members (99.82%) are deemed
9 Participating Class Members who are bound by the Settlement and will be entitled to receive a Settlement
10 Share. (Agreement at ¶ 8.5(c).) All Aggrieved Employees will be paid their allocation of the PAGA
11 Penalties and will remain subject to the release of the PAGA Released Claims regardless of any request
12 for exclusion. (Agreement at ¶ 6.3 and 8.5(d)) Finally, the Notice advised the Class Members of their
13 right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

14 (f) A Participating Class Member must cash his or her Individual Class Payment check within
15 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
16 be voided and any funds represented by such checks sent to Court-approved nonprofit organization or
17 foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties
18 designated Legal Aid at Work as the Cy Pres Recipient. (Agreement at ¶ 5.4.)

19 (g) Apex Class Action Administration was appointed by the Court as the Administrator for the
20 Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for
21 settlement administration in an amount not to exceed \$16,000. (Agreement at ¶ 3.2(c).) As set forth in
22 the Nava Decl. at ¶ 20, the Administration Expenses Payment, including fees and costs incurred to-date,
23 as well as anticipated fees and costs for completion of the settlement administration, are \$13,990.

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
26 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
27 Litigation Expenses Payment in an amount not to exceed \$65,000. (Agreement at ¶ 3.2(b).) Subject to
28 Court approval, the Agreement provides for a payment of no more than \$15,000 each to the Plaintiffs as

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

4 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
5 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
6 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$40,000. (Agreement at ¶¶ 1.34 and 3.2(d).) Pursuant
7 to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows:
8 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
9 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
10 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set
11 forth in the accompanying proof of service, the LWDA has been served with this motion and the
12 Agreement

13 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
14 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
15 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
16 at \$1,873,161.04 is an excellent result for the Class. This result is particularly favorable in light of the
17 fact that liability and class certification in this case were far from certain in light of the defenses asserted
18 by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
19 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
20 reasonable and adequate, and should be finally approved.

21
22 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
23 dated December 4, 2025 ("Preliminary Approval Order"), the approved Class Notice has been
24 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
25 On January 9, 2026, the Administrator mailed the Court-approved Class Notice to the Class Members,
26 which provided each class member with the terms of the Settlement, including notice of the claims at
27 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that
28 were being sought, how individual settlement awards would be calculated, and the specific, estimated

1 payment amount to that individual. See Nava Decl. ¶ 7, Exh. A. In disseminating the notice, the
2 Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order.
3 Significantly, there have been no objections and only two (2) requests to opt-out. Nava Decl. ¶¶ 11-12.
4 As such, nearly the entire Class (99.82%) will participate in the Settlement and will be sent a settlement
5 check. *See* Nava Decl. at ¶¶ 13-14.

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

15
16 6. Procedural History of the Litigation

17 (a) On April 18, 2023, Plaintiff Cardenas filed with the LWDA and served on Defendant a notice
18 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
19 on behalf of Aggrieved Employees for alleged violations of Labor Code §§ 201, 202, 203, 204 et seq.,
20 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
21 California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and Violation
22 of the applicable Industrial Welfare Commission Wage Order(s).

23 (b) On June 29, 2023, Plaintiff Cardenas filed a class action Complaint against Defendant in the
24 Superior Court of the State of California, County of Stanislaus (the "Action"). This Class Action
25 Complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus &
26 Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code
27 §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§
28 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7

1 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512;
2 (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7)
3 failure to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
4 (8) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, and 246. On
5 August 29, 2023, Plaintiff Adan Cardenas filed a Representative Action Complaint alleging a single cause
6 of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act,
7 Cal. Labor Code §§ 2698, et seq. ("PAGA") in the Superior Court of the State of California, County of
8 Stanislaus ("Cardenas PAGA Action").

9 (c) As part of this Agreement, on July 18, 2025, Plaintiffs filed a First Amended Class and
10 Representative Action Complaint in this Action adding Plaintiffs Anthony Gray and Ryan Giesbrecht as
11 named plaintiffs and asserting two additional cause of action: (1) failure to provide wages when due in
12 violation of California Labor Code §§ 201, 202 and 203; and (2) recovery of civil penalties for violation
13 of PAGA to this Action. The First Amended Class and Representative Action Complaint is the operative
14 complaint in the Action (the "Operative Complaint").

15 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
16 both formal and informal discovery and the production of documents, class data, and other information,
17 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The
18 information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data
19 and time punch data for the Class covering 1,011 employees, 371,463 shifts and 79,417 workweeks; (3)
20 Defendant's wage and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of wage
21 statements provided by Defendant. As such, Class Counsel received the data and information for the
22 Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

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

1 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
2 to mediation, the Parties engaged in the above investigation and the exchange of documents and
3 information in connection with the Action. On February 5, 2025, the Parties participated in an all-day
4 mediation presided over by Hon. Carl J. West (ret.), a respected and experienced mediator of wage and
5 hour class actions. Following the mediation, the Parties agreed to settle the Action based upon a
6 mediator's proposal which was memorialized in the form of a Memorandum of Understanding. The
7 Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times, the
8 negotiations were arm's length and contentious.

9 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
10 kind associated with the claims alleged in the Actions and further denies that, for any purpose other than
11 settlement, the Actions are appropriate for class and/or representative treatment. Defendant contends,
12 among other things, that it has complied at all times with the California Labor Code, applicable Wage
13 Order, and all other laws and regulations. Further, Defendant contends that class certification is
14 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated
15 California wage and hour laws. Plaintiffs further contend that the Actions are appropriate for class
16 certification on the basis that the claims meet the requisites for class certification. Without admitting that
17 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
18 purposes only. (Agreement at ¶ 2.10.) The Parties agree that certification for settlement purposes is not
19 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
20 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
21 of settling the Actions, the Parties stipulate and agree that the requisites for establishing class certification
22 with respect to the Class are satisfied.

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

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

7

8 7. History of Settlement Discussions

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

15 (b) The Parties attended an arms-length mediation session with Hon. Carl J. West (Ret.), a
16 respected jurist and experienced mediator of wage and hour class actions, in order to reach this
17 Settlement. In preparation for the mediation, Defendant provided Plaintiffs and Class Counsel with
18 payroll and employment data and other information regarding the Class Members, various internal
19 documents, and other compensation and employment-related materials. Class Counsel analyzed the data
20 with the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief
21 to the mediator. Following the all-day mediation session, the Parties agreed to this Settlement based upon
22 a mediator's proposal.

23 (c) From February 2025 to September 2025, the initial settlement agreement and exhibits
24 thereto were finalized and executed. On December 4, 2025, the Court entered the Order granting
25 preliminary approved of the settlement as fair, adequate, and reasonable to the Class.

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

28

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

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

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

1 certification in this action was hotly disputed and the maintenance of a certified class through trial was
2 by no means a foregone conclusion.

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

17 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
18 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary
19 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
20 favorably to the value of the claims. Based upon 1,094 Class Members who worked an estimated 103,023
21 work weeks (Nava Decl., at ¶ 15), the Gross Settlement Amount provides an average value of \$1,712
22 per Class Member and \$18.18 per workweek and after deductions the Net Settlement Amount provides
23 an average recovery of \$991.57 per Class Member and a recovery of \$10.52 per workweek. The
24 calculations to compensate for the amount due for the Class at the time of the mediation were calculated
25 by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action,
26 Plaintiffs used this expert to analyze the data and determine the potential unpaid wages for the employees.
27 The maximum potential damages were calculated to be \$411,782 for alleged unpaid overtime wages,
28 \$3,493,143 for the alleged unpaid wages for off-the-clock work at one hour per week, \$43,893 for alleged

1 underpaid overtime due to the miscalculation of the regular rate, \$47,062 for the alleged underpaid meal
2 premiums and sick pay due to the miscalculation of the regular rate, \$744,207 for alleged meal period
3 damages based upon a 15.9% potential violation rate for all shifts worked observed in the time records
4 and after deducting for meal premiums already paid by Defendant, \$1,661,028 for alleged rest period
5 damages using the same 15.9% violation rate for shifts worked that was observed for meal period records,
6 \$118,355 for alleged unreimbursed cell-phone expenses at \$5 per month. As a result, the total damage
7 valuation was calculated such that Defendant was subject to a maximum damage claim in the amount of
8 \$6,519,450. As to potential penalties, Plaintiffs calculated that potential waiting time penalties were a
9 maximum of between \$2,925,975 and \$4,099,191, depending on the predicate violation, and potential
10 maximum wage statement penalties were \$2,071,750.¹ Defendant vigorously disputed Plaintiffs'
11 calculations and exposure theories. Consequently, the Gross Settlement Amount of \$1,873,161.04
12 represents more than 27% of the maximum value of the alleged damages at issue in this case at the time
13 this Settlement was negotiated.² Importantly, the recent decision that good faith belief of compliance by
14 the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
15 negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class.
16 The above maximum calculations should then be realistically risk-adjusted in consideration for both the
17 risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount
18 of the settlement as compared to the potential value of claims in this case and the defenses asserted by
19
20
21

22 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
24 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
25 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
26 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
27 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
28 as to whether and when the wages were due.").

29 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
30 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
31 PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug
32 at ¶33.

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

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
3 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
4 defenses both to liability and to class certification. The maximum and average class member allocations
5 are \$3,182.54 and \$991.58, respectively. *See* Nava Decl. at ¶17. Given the complexities of this case, the
6 defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and
7 adequate, and should be finally approved.

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

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

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

18 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
19 fund settlement to be paid by Defendant to the Class in the amount of One Million Eight Hundred
20 Seventy-Three Thousand One Hundred Sixty-One Dollars and Four Cents (\$1,873,161.04) (Agreement
21 at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an award of attorneys' fees equal to

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

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

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

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

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

17 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third
18 of the Gross Settlement Amount of \$1,873,161.04 which equals \$624,387 for attorneys’ fees. As part
19 of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
20 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$65,000. Finally,
21 Defendant also agreed that Plaintiffs can be awarded Class Representative Service Payments in the
22 amount of \$15,000 each, as their service awards under the Agreement.

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

28 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour

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

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

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

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

1 inquiries.

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

6 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
7 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
8 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
9 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
10 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
11 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
12 Counsel advanced more than \$56,000 in costs which could not have been recovered if this case had been
13 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
14 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
15 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
16 Plaintiffs also support the requested awards.

17 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
18 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
19 one-third equal to \$624,387 is also established by reference to Class Counsel's lodestar in this matter.
20 **The contemporaneous billing records for Class Counsel evidence that through April 9, 2026, Class**
21 **Counsel's total lodestar is \$251,605.00, with significant additional fees still to be incurred to**
22 **complete final approval and the settlement process.** (Exhibit #3 attached hereto [lodestar of
23 \$221,615]; Declaration of Matthew J. Matern ("Matern Decl."), at ¶25 [lodestar of \$29,990].) The
24 requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable
25 multiplier of less than 2.5, and there will be additional lodestar incurred by Class Counsel to complete
26 the settlement process and manage the settlement distribution and reports. Such a multiplier is within
27
28

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

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

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

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

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

1 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
2 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
3 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
4 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
5 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
6 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
7 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
8 a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra
9 Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee
10 award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
11 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee
12 award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing*
13 (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third
14 fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento
15 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee
16 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara
17 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award
18 in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore
19 reasonable in light of the fees that have been awarded in other similar cases.

20 12. **The contemporaneous billing records for Class Counsel evidence that through April**
21 **9, 2026, Class Counsel's total lodestar is \$251,605.00, with significant additional fees still to be**
22 **incurred to complete final approval and the settlement process.** The requested fee award is therefore
23 currently equivalent to Class Counsel's total lodestar with a reasonable multiplier of less than 2.5, and
24 there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage
25 the settlement distribution and reports. From June 28, 2023 to April 9, 2026, my firm worked on this
26 matter for over 312 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total
27 incurred lodestar for my firm in the amount of \$221,615.00. A detailed breakdown of the total fees and
28 the services performed by the firm on this case is attached hereto as Exhibits #3. In addition, my firm will

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

1
2 Litigation Expenses

3 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
4 Counsel Litigation Expenses Payment of not more than \$65,000.” Class Counsel requests reimbursement
5 for incurred litigation expenses and costs in the combined amount of \$56,969.51. My firm has incurred
6 litigation expenses totaling \$39,979.51 based upon our billing records. These litigation expenses include
7 the expenses incurred for filing fees, mediation expenses, expert expenses (Berger Consulting), attorney
8 service charges (Knox, OneLegal) and legal research expenses (Lexis), all of which are costs normally
9 billed to and paid by the client.⁵ The details of the litigation expenses incurred are set forth in my firm’s
10 billing statement for this matter, a true and correct copy of which is attached hereto as Exhibit #3
11 [expenses of \$39,979.51]. These costs were reasonably incurred in the prosecution of the Action.
12 Because these costs were necessary to the successful prosecution of these claims, the request should be
13 granted.

14
15 Service Award

16 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
17 service award of \$15,000 each in accordance with the Agreement for their time, risk and effort expended
18 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
19 payment and there have been no objections to the requested service award. The Plaintiffs’ declarations
20 in support of this request are attached hereto as Exhibit #5, 6 and 7. As the representatives of the Class,
21 Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked
22 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
23 searching for documents, working with counsel, and reviewing the settlement documentation. As set
24 forth in the Agreement, Plaintiffs are also providing a comprehensive release as part of the Settlement,

25
26 ⁵ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 far beyond the class release. The Plaintiffs' declaration details the involvement, stress and risks they
2 undertook as a result of this Action. Plaintiffs also assumed the serious risk that they might possibly be
3 liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other
4 future employers for having filed a class action on behalf of fellow former employees. Without the
5 Plaintiffs' participation, cooperation and information, no other employees would be receiving any benefit.
6 The payment of service awards to successful class representatives is appropriate and the amount of
7 \$15,000 each is well within the currently awarded range for similar settlements. The requested award is
8 also reasonable by reference to the amounts that other California courts have found to be reasonable in
9 wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS
10 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
11 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019)
12 (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168
13 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health*
14 *Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of
15 six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
16 173698 (approving \$10,000 service award where class member recovery was \$375); *Ontiveros v. Zamora*,
17 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought
18 a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS
19 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class action);
20 *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar.
21 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197
22 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American*
23 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
24 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.
25 BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker*
26 *v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding
27 \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*,
28 Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding \$10,000 service

1 award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
2 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
3 Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*
4 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
5 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
6 BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill*
7 *v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
8 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
9 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
10 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
11 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
12 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
13 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
14 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
15 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
16 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
17 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
18 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
19 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
20 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
21 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
22 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
23 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
24 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
25 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
26 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241
27 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l*
28 *Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000

1 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San
2 Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG*
3 *Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000
4 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case
5 No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

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

23 16. As a result, Class Counsel respectfully requests approval of the application for award
24

25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

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

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

1 of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of
2 litigation expenses in the amount of \$56,969.51, and approval of the requested service award to the
3 Plaintiffs.

4 17. In accordance with California Rules of Court, rule 3.769, I make the following
5 disclosure. The Class Counsel Fees Payment awarded shall be allocated 90% to Blumenthal
6 Nordrehaug Bhowmik De Blouw LLP, and 10% to Matern Law Group, PC.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is
8 true and correct. Executed this 9^h day of April, 2026, at San Diego, California.

9
10 /s/ Norman Blumenthal
11 NORMAN B. BLUMENTHAL
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EXHIBIT #1

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

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Admitted: 1999, California

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

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

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

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

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Awards: Rising Star 2015

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

Admitted: 2010, California

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

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Admitted: 2018, California; 2004, Nevada

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

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Admitted: 2012, California

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Admitted: 2016, California

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

REPORTED CASES

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

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

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

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v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonja, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta,U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplegear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Adan Cardenas, Anthony Gray, and Ryan Giesbrecht (“Plaintiffs”) and defendant Crystal Creamery, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Adan v. Crystal Creamery et al.*, Case No. CV-23-003591, initiated on June 6, 2023 and pending in Superior Court of the State of California, County of Stanislaus.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant Crystal Creamery, Inc. in California who were classified as a non-exempt in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant Crystal Creamery, Inc. in California who were classified as a non-exempt in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, Andrew G. Ronan and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Matthew J. Matern, Joshua D. Box, and Julieta Hernandez of Matern Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the

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

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from June 29, 2019 through April 6, 2025.
- 1.14. “Class Representative” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Stanislaus.
- 1.17. “Defendant” means Crystal Creamery, Inc.
- 1.18. “Defense Counsel means Larry Kazanjian and Dayra Juarez of Palmer Kazanjian

Wohl Hodson LLP.

- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Eight Hundred Dollars (\$1,800,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the

agency entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from April 18, 2022 through April 5, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff Adan Cardenas’s February 2, 2023 letter to Defendant and the LWDA and Plaintiffs Gray’s June 30, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000) and the 75% to LWDA (\$30,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” mean Adan Cardenas, Anthony Gray and Ryan Giesbrecht, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred

during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims including claims for vested benefits, wrongful termination, and violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or California class claims outside of the Class Period.

1.39. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not release any other claims including claims for vested benefits, wrongful termination, and violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and worker's compensation, and PAGA claims outside of the PAGA Period.

1.40. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

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

1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

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

2. RECITALS

2.1. On June 29, 2023, Plaintiff Adan Cardenas commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Stanislaus. Plaintiff's Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
- (h) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246.

2.2. On August 29, 2023, Plaintiff Adan Cardenas filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of Stanislaus (“Cardenas PAGA Action”).

2.3. On October 20, 2023, Plaintiffs Anthony Gray and Ryan Giesbrecht commenced a Class Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Stanislaus (“Gray Class Action”). Plaintiffs Anthony Gray and Ryan Giesbrecht’s Complaint asserted claims that Defendant:

- (a) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (b) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (e) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
- (h) Violated California Business and Professions Code § 17200 et seq.

2.4. On October 20, 2023_, Plaintiffs Anthony Gray and Ryan Giesbrecht filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal.

Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of Stanislaus (“Gray PAGA Action”).

- 2.5. On July 18, 2025, Plaintiffs filed a Consolidated Class and Representative Action Complaint in this Action adding Plaintiffs Anthony Gray and Ryan Giesbrecht as named plaintiffs and asserting two additional cause of action: (1) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and (2) recovery of civil penalties for violation of PAGA to this Action.
- 2.6. The Consolidated Class and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”).
- 2.7. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.8. On February 5, 2025, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (ret.), a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.9. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.10. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.11. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,800,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$15,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
 - (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$600,000, and a Class Counsel Litigation Expenses Payment of not more than \$65,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.

The payment of the Class Counsel Fees Payment shall be allocated as follows: 90% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 10% Matern Law Group, PC. The Class Counsel Litigation Expenses Payment shall be allocated between firms based upon the expenses actually incurred by each firm as set forth in the declarations by Class Counsel. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$16,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$16,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000 to be paid from the Gross Settlement Amount, with 75% (\$30,000) allocated to the LWDA PAGA Payment and 25% (\$10,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on

IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- (f) The settlement payments made to Plaintiffs and Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties' intention that this settlement will not affect any rights, contributions, or amounts to which Plaintiffs and Class Members may be entitled under any benefit plans. The payment under this Agreement shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 1,029 Class Members who collectively worked a total of 90,000 Workweeks, and 800 Aggrieved Employees who worked a total of 21,000 PAGA Pay Periods. This is a material representation for Plaintiffs to enter into this Agreement.
- 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share

of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work (“Cy Pres Recipient”), a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b). The Parties, Class Counsel and Defense Counsel

represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

6.1. Plaintiffs' Release. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

(a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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

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

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

7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

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

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is

entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for

Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the

Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. Should the actual number of Workweeks during the Class Period increase beyond 99,000, Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the Class Members or (b) rolling back the end date of the Class Period such that there are no more than 90,000 Workweeks in the Class Period.
- 10. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit

or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all

appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or

in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.

13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiffs and the Class:

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

To Defendant:

Larry Kazanjian
Dayra Juarez
Palmer Kazanjian Wohl Hodson LLP
2277 Fair Oaks Blvd. Ste. 455
Sacramento, CA 95825
Telephone: (916) 442-3552
Facsimile: (916) 640-1521
E-Mail: LKazanjian@pkwhlaw.com
djuarez@pkwhlaw.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 a period of not less than one (1) year starting from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

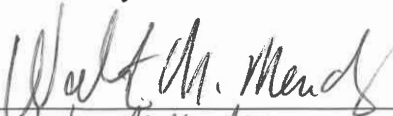
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 09/15/2025 
Adan Cardenas (Sep 15, 2025 14:40:13 PDT)
Plaintiff Adan Cardenas

Dated: _____
Plaintiff Anthony Gray

Dated: _____
Plaintiff Ryan Giesbrecht

Dated: 9/10/2025 
Walter M. Mendez [name]
For Defendant Crystal Creamery, Inc.

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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14. EXECUTION BY PARTIES AND COUNSEL

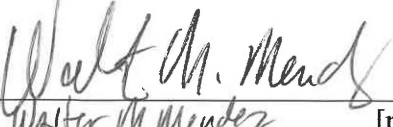
The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Adan Cardenas

Dated: 30/09/2025

Anthony Gray (sep 30, 2025 09:05:17 PDT)
Plaintiff Anthony Gray

Dated: _____
Plaintiff Ryan Giesbrecht

Dated: 9/10/2025

Walter M. Mendez [name]
For Defendant Crystal Creamery, Inc.

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Adan Cardenas

Dated: _____
Plaintiff Anthony Gray

Dated: 15/09/2025
Ryan Giesbrecht
Ryan Giesbrecht (Sen.15_2025.1224.00 P01)
Plaintiff Ryan Giesbrecht

Dated: 9/10/2025
Walter M. Mendez
Walter M. Mendez [name]
For Defendant Crystal Creamery, Inc.

Dated: 9/30/25



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

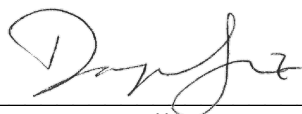
Dated: 9/16/2025



Matthew J. Matern

Matern Law Group, PC
Attorney for Plaintiffs

Dated: 9/10/2025



Larry Kazanjian

Dayra Juarez

Palmer Kazanjian Wohl Hodson LLP
Attorney for Defendant Crystal Creamery, Inc.

EXHIBIT A

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

EXHIBIT “A”

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

*Adan v. Crystal Creamery, Inc., Superior Court of the State of California,
County of Stanislaus, Case No. CV-23-003591*

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Crystal Creamery, Inc. (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiffs Adan Cardenas, Anthony Gray, and Ryan Giesbrecht (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or previously were employed by Defendant Crystal Creamery, Inc. in California who were classified as a non-exempt in the State of California at any time during the Class Period (June 29, 2019 through April 6, 2025) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or previously were employed by Defendant Crystal Creamery, Inc. in California who were classified as a non-exempt in the State of California at any time during the PAGA Period (April 18, 2022 through April 5, 2025) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully

read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____, 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and

	will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____, 2025	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, at 9:30 a.m., at the Stanislaus County Superior Court, located at 801 10th Street, Modesto, CA 95354, in Department 23 before Judge John D. Freeland. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____, 2025. See Section 5 of this Notice

1. Why did I get this Notice?

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

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

All individuals who are or previously were employed by Defendant Crystal Creamery, Inc. in California who were classified as a non-exempt in the State of

California at any time during the Class Period (June 29, 2019 through April 6, 2025).

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and its defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What is this class action lawsuit about?

On June 29, 2023, plaintiff Adan Cardenas filed a Complaint against Defendant in the Superior Court of the State of California, County of Stanislaus (“Action”). The Class Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick wages. On August 29, 2023, Plaintiff Adan Cardenas filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of Stanislaus (“Cardenas PAGA Action”).

On October 20, 2023, Plaintiffs Anthony Gray and Ryan Giesbrecht commenced a Class Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Stanislaus (“Gray Class Action”) which asserted class claims for failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to pay overtime wages, failure to pay minimum wages, failure to provide wages when due, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and unfair competition. On October 20, 2023, Plaintiffs Anthony Gray and Ryan Giesbrecht filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of PAGA in the Superior Court of the State of California, County of Stanislaus (“Gray PAGA Action”).

May 28, 2024, Plaintiff filed a separate representative action complaint against Defendant in the Superior Court of the State of California, County of Stanislaus, Case No. 34-2024-00025001 (the “PAGA Action”), asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

On [REDACTED], 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint in this Action adding Plaintiffs Anthony Gray and Ryan Giesbrecht as named plaintiffs and asserting two additional cause of action: (1) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and (2) recovery of civil penalties for violation of PAGA to this Action. This First Amended Class and Representative Action Complaint in the Action is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could have been sought in the Operative Complaint; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<[REDACTED] APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and the Matern Law Group, PC to serve as Class Counsel.

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

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Eight Hundred Dollars (\$1,800,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes within fourteen (14) days of the Effective Date. The Effective Date is the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the

funding of the settlement by Defendant.

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

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$16,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$600,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$65,000. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing. The payment of the Class Counsel Fees Payment shall be allocated as follows: 90% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 10% Matern Law Group, PC.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$15,000 each to the three named Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$40,000 relating to Plaintiffs’ claim under PAGA, 75% (\$30,000) of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining 25% (\$10,000) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is April 18, 2022 through April 5, 2025.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$1,034,000. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks worked as explained below.

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

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will

be automatically cancelled, and the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties have selected Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims including claims for vested benefits, wrongful termination, and violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation or California class claims outside of the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not release any other claims including claims for vested benefits, wrongful termination, and violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and worker’s compensation, and PAGA claims outside of the PAGA Period.

Released Parties. Released Parties are defined as: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Defendant’s records reflect that you worked << ____ >> Workweeks during the Class Period (June 29, 2019 through April 6, 2025).

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

[Defendant's records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (April 18, 2022 through April 5, 2025). Based on this information your estimated Individual PAGA Payment is << _____ >>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action, _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at 9:30 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately a month after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

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

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

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Adan v. Crystal Creamery, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Adan v. Crystal Creamery, Inc.*, Case No. CV-23-

003591. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Adan v. Crystal Creamery* or on the Court's website via the Case Search Portal page for the California Superior Court for the County of Stanislaus (<https://stanportal.stanct.org/search>) and entering the Case No. CV-23-003591.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email to _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Adan v. Crystal Creamery, Inc.*, Case No. CV-23-003591, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court -

<https://www.stanislaus.courts.ca.gov/online-services/remote-appearances>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Larry Kazanjian
Dayra Juarez
Palmer Kazanjian Wohl Hodson LLP
2277 Fair Oaks Blvd. Ste. 455
Sacramento, CA 95825

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:30 a.m. (Pacific Standard Time) on _____, in Department 23 of the Superior Court of California, County of Stanislaus, located at 801 10th Street, Modesto, California 95354, before Judge John D. Freeland. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.stanislaus.courts.ca.gov/online-services/remote-appearances>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Adan v. Crystal Creamery*. In addition, hearing dates are posted on the Internet via the Case Search Portal page for the California Superior Court for the County of Stanislaus (<https://stanportal.stanct.org/search>) and entering the Case No. CV-23-003591.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Adan v. Crystal Creamery* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Adan v. Crystal Creamery*, where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Case Search Portal for the Stanislaus County Superior Court (<https://stanportal.stanct.org/search>) and entering the Case No. CV-23-003591. If you wish to view the Court files in person, you must go to the Clerk's Office at the City Towers Courthouse, 801 10th Street, Modesto, CA 95354.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b). The Parties have selected Legal Aid at Work as this Cy Pres Recipient.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

ADAN CARDENAS, ANTHONY GRAY and
RYAN GIESBRECHT, individuals, on behalf
of themselves and on behalf of all persons
similarly situated, and on behalf of the State of
California, as private attorney general,

Plaintiffs,

vs.

CRYSTAL CREAMERY, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **CV-23-003591**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. John D. Freeland
Dept.: 23

Date Action Filed: June 29, 2023
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable John D. Freeland of the Superior Court of
2 the State of California, in and for the County Stanislaus, on _____[DATE], for the motion
3 by Plaintiffs Adan Cardenas, Anthony Gray, and Ryan Giesbrechtn (“Plaintiffs”) for preliminary
4 approval of the class settlement with Defendant Crystal Creamery, Inc. (“Defendant”). The Court,
5 having considered the briefs, argument of counsel and all matters presented to the Court and good
6 cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
7 Settlement.

8
9 **IT IS HEREBY ORDERED:**

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

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

18 3. The Gross Settlement Amount is One Million Eight Hundred Dollars (\$1,800,000).
19 It appears to the Court on a preliminary basis that the settlement amount and terms are fair,
20 adequate and reasonable as to all potential Class Members when balanced against the probable
21 outcome of further litigation and the significant risks relating to certification, liability and damages
22 issues. It further appears that investigation and research have been conducted such that counsel
23 for the Parties are able to reasonably evaluate their respective positions. It further appears to the
24 Court that settlement at this time will avoid substantial additional costs by all Parties, as well as
25 avoid the delay and risks that would be presented by the further prosecution of the Action. It
26 further appears that the Settlement has been reached as the result of serious and non-collusive,
27 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,

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

4. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$65,000, and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed \$15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing.

5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who are or previously were employed by Defendant Crystal Creamery, Inc. in California who were classified as a non-exempt in the State of California at any time during the Class Period." The Class Period is June 29, 2019 through April 6, 2025.

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

7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP and Matern Law Group, PC as Class Counsel for the Class.

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

12 9. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
13 than twenty-one (21) days after preliminary approval of the Settlement by the Court, Defendant
14 shall provide to the Administrator an electronic spreadsheet with the Class Data. The
15 Administrator will perform address updates and verifications as necessary prior to the mailing of
16 the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than 14
17 days after receiving the Class Data, the Administrator will mail the Class Notice Packets to all
18 Class Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall
19 update Class Member addresses using the National Change of Address database.

20 10. The Court hereby preliminarily approves the proposed procedure for exclusion
21 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
22 from the Class as provided in the Class Notice by following the instructions for requesting
23 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
24 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the
25 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice
26 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such
27 person who chooses to opt out of and be excluded from the Class will not be entitled to any
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1 recovery under the Settlement and will not be bound by the class portion of the Settlement or have
2 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
3 shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request
4 for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
5 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the
6 Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of
7 the PAGA Penalties and will remain bound by the release of the Released PAGA Claims.

8 11. Any Class Member who has not opted out ("Participating Class Member") may
9 appear at the final approval hearing and may object or express their views regarding the
10 Settlement and may present evidence and file briefs or other papers that may be proper and
11 relevant to the issues to be heard and determined by the Court as provided in the Notice.
12 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
13 days from the date of the mailing of the Class Notices, to submit their written objections to the
14 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
15 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
16 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
17 oral objection.

18 12. A Final Approval Hearing shall be held before this Court on _____
19 _____, 9:30 a.m. in Department 23 at the Stanisluas County Superior Court to
20 determine all necessary matters concerning the Settlement, including: whether the proposed
21 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
22 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
23 Order and Judgment should be entered herein; whether the plan of allocation contained in the
24 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
25 finally approve attorneys' fees and costs, the service awards, and the expenses of the
26 Administrator. All papers in support of the motion for final approval and for attorneys' fees, costs
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1 and service awards, to be heard at the Final Approval Hearing, shall be filed with the Court and
2 served on all counsel no later than sixteen (16) court days before the hearing.

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

16 14. In the event the Settlement does not become effective in accordance with the terms
17 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
18 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
19 and the Parties shall revert to their respective positions as of before entering into the Agreement,
20 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
21 including all available defenses and affirmative defenses, and arguments that any claim in the
22 Action could not be certified as a class action and/or managed as a representative action. In such
23 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
24 referred to in litigation for any purpose.

25 15. The Court reserves the right to adjourn or continue the date of the final approval
26 hearing and all dates provided for in the Agreement without further notice to Class Members and
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1 retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

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

5 **IT IS SO ORDERED.**

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7 Dated: _____

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HON. JOHN D. FREELAND
JUDGE, SUPERIOR COURT OF CALIFORNIA

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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

ADAN CARDENAS, ANTHONY GRAY and
RYAN GIESBRECHT, individuals, on behalf
of themselves and on behalf of all persons
similarly situated, and on behalf of the State of
California, as private attorney general,

Plaintiff,

vs.

CRYSTAL CREAMERY, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **CV-23-003591**

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

Hearing Date:
Hearing Time:

Judge: Hon. John D. Freeland
Dept.: 23

Date Action Filed: June 29, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Adan Cardenas, Anthony Gray, and Ryan Giesbrecht
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendant Crystal Creamery, Inc. (“Defendant”) and for an award of
4 attorneys’ fees and costs, service payments, and the fees of the Administrator duly came on for
5 hearing on _____ before the Honorable John D. Freeland.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Stanislaus, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Eight Hundred
16 Dollars (\$1,800,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, the significant risks relating to certification, liability, and damages issues, and the
21 assistance of an experienced mediator in the settlement process, among other factors, support the
22 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

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

27 **Notice to the Class**

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

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

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Hon. Carl J. West (ret.), a respected and experienced
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mediator of wage and hour class actions. There has been no collusion between the parties in reaching the proposed settlement.

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

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

d. The percentage of objectors and requests for exclusion is small. _____ objections were received. _____ requests for exclusion were received.

e. The participation rate was high. _____ Participating Class Members will be mailed a settlement payment, representing _____% of the overall Class.

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

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

Attorneys' Fees and Costs

11. An award of \$600,000 for attorneys' fees, representing one-third of the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payments

12. The Agreement provides for a Class Representative Service Payments of not more than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class Representative Service Payments in the amount of \$_____ each to the Plaintiffs are reasonable in

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

3 **Administration Expenses Payment**

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

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$40,000, which shall be allocated with 75% (\$30,000) allocated to the LWDA PAGA Payment
14 and 25% (\$10,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$10,000) by the total
17 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
18 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
19 Employees" are all individuals who are or previously were employed by Defendant Crystal
20 Creamery, Inc. in California who were classified as a non-exempt in the State of California at any
21 time during the PAGA Period (April 18, 2022 through April 25, 2025). The Court finds the
22 PAGA Penalties to be reasonable. All Aggrieved Employees will be sent their share of the PAGA
23 Penalties and will be subject to the release of the Released PAGA Claims as set forth below,
24 whether or not they opt out of the Settlement.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who are or previously were employed by Defendant Crystal
4 Creamery, Inc. in California who were classified as a non-exempt in the State of
5 California at any time during the Class Period (June 29, 2019 through April 6,
6 2025).

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

10 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
12 necessary to pay Defendant’s share of payroll taxes thereon within fourteen (14) days of the
13 Effective Date.

14 18. Class Counsel are awarded attorneys' fees in the amount of \$600,000 and costs in
15 the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
16 reimbursement from Defendant, Plaintiffs or members of the Class.

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

19 20. The payment of \$_____ to the Administrator for their fees and expenses
20 is approved.

21 21. The PAGA Penalties in the amount of \$40,000 are approved and shall be allocated
22 in accordance with the Agreement.

23 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
24 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
25 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
26 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
27 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
28 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability

1 whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in
2 this Action. The entering into or carrying out of the Agreement, and any negotiations or
3 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
4 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
5 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
6 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
7 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
8 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
9 Released PAGA Claims.

10 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
11 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
12 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
13 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
14 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the
15 LWDA.

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

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

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

26 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
27 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
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1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 27. The Parties are authorized to agree to and to adopt such amendments, modifications
4 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
5 Final Approval Order and Judgment and as approved by the Court.

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

8 29. Effective on the date when Defendant fully funds the entire Gross Settlement
9 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
10 Payments, all Participating Class Members, on behalf of themselves and their respective former
11 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
12 release Released Parties from the Released Class Claims. The "Released Class Claims" are all all
13 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
14 Operative Complaint which occurred during the Class Period during employment in a non-exempt
15 position in California. Except as expressly set forth in the Agreement, Participating Class
16 Members do not release any other claims including claims for vested benefits, wrongful
17 termination, and violation of the Fair Employment and Housing Act, unemployment insurance,
18 disability, social security, workers' compensation or California class claims outside of the Class
19 Period.

20 30. "Released Parties" are defined as: Defendant and each of its former and present
21 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and
22 subsidiaries.

23 31. Effective on the date when Defendant fully funds the entire Gross Settlement
24 Amount and funds all Aggrieved Employees and the LWDA are deemed to release, on behalf of
25 themselves and their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
27 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
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1 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
2 Notices, which occurred during the PAGA Period during employment in a non-exempt position in
3 California. The Released PAGA Claims do not release any other claims including claims for
4 vested benefits, wrongful termination, and violation of the Fair Employment and Housing Act,
5 unemployment insurance, disability, social security, workers' compensation, and worker's
6 compensation, and PAGA claims outside of the PAGA Period.

7 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
8 Defendant, Plaintiffs release and discharge the Defendant and the Released Parties as to the
9 Plaintiffs' Release, as set forth fully in paragraph 6.1 of the Agreement.

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

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12 Dated: _____

13 _____
14 HON. JOHN D. FREELAND
15 JUDGE, SUPERIOR COURT OF CALIFORNIA
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EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 04/09/2026
Due On: 05/09/2026

Adan Cardenas
924 Bewley Avenue
Modesto, CA 95351

CA2935

Crystal Creamery

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	03/21/2023	Review and analyze original intake notes. Legal research regarding related litigation. Research Defendants business operations in CA. Conference with Plaintiff to discuss facts and claims.	2.90	\$850.00	\$2,465.00
NDB	03/25/2023	Review entire employment file for legal claims. Review all paystubs for wage and hour claims. Legal research regarding the same. Obtain background facts for complaint.	3.70	\$850.00	\$3,145.00
NDB	03/26/2023	Review and analyze emails and docs from Plaintiff regarding individual DFEH and retaliation claims. Legal research regarding the same. Discuss with Plaintiff. Analyze previous mediation briefs.	3.10	\$850.00	\$2,635.00
NDB	03/28/2023	Review facts and law. Draft complaint.	2.90	\$850.00	\$2,465.00
NDB	04/07/2023	Draft complaint. Review and analyze meal and rest break claims. research venue issues.	2.80	\$850.00	\$2,380.00
NDB	04/14/2023	Review entire case file. Draft internal case notes memo detailing specific facts and violations.	2.00	\$850.00	\$1,700.00
NDB	04/18/2023	Review and research PAGA claims. Analyze paystubs. Draft PAGA Notice.	2.20	\$850.00	\$1,870.00

KN	04/29/2023	Review documents; review research and analysis from ND; analyze claims and facts; review draft complaint; provide input to RE and ND	2.00	\$950.00	\$1,900.00
RE	06/28/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	06/28/2023	Review & analyze employment file documents/ 1198.5 response	2.50	\$675.00	\$1,687.50
RE	06/29/2023	Review, edit & revise class action complaint draft; finalize draft	3.00	\$675.00	\$2,025.00
RE	06/29/2023	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	06/29/2023	Review & finalize class action complaint package; file in Stanislaus Sup. Ct.	0.75	\$675.00	\$506.25
RE	06/30/2023	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re class action	0.50	\$675.00	\$337.50
KN	07/01/2023	Review final filed complaint; review Court notices; review memo from RE	0.50	\$950.00	\$475.00
ASC	07/11/2023	Add case to spreadsheets, add FC, check status of discovery, add to disco list, courtlinks OK // check Last Day of EE re PAGA	0.40	\$250.00	\$100.00
SB	07/20/2023	Review complaint for filing, analyze, advise ND	2.60	\$450.00	\$1,170.00
SB	08/04/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
RE	08/12/2023	Review file; prepare initial documents for service of process re class action; identify reg agent; send out for service of process	0.75	\$675.00	\$506.25
RE	08/25/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
RE	08/29/2023	Confer w AJ re venue re PAGA action	0.40	\$675.00	\$270.00
RE	08/29/2023	Draft PAGA Only Representative Action Complaint	3.75	\$675.00	\$2,531.25
RE	08/29/2023	Draft summons and civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50
RE	08/29/2023	Review & finalize PAGA only complaint package; file in Stanislaus Sup. Ct.	0.70	\$675.00	\$472.50
KN	08/29/2023	Review draft of PAGA complaint; review PAGA Notice; advise RE	0.60	\$950.00	\$570.00
RE	08/30/2023	Review court-returned docs re paga action; review docket; memo to firm re judicial/ departement assignment and status of initial case	0.50	\$675.00	\$337.50

		management conference			
RE	08/30/2023	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
ASC	08/30/2023	Review status of SOP, update file and add case to draft discovery list	0.20	\$250.00	\$50.00
ASC	08/30/2023	PAGA - Add case to spreadsheets, courtlinks N/A, add FC, review case status, add to draft discovery list	0.30	\$250.00	\$75.00
KN	09/02/2023	Review filed PAGA complaint; review court notices; review memo from RE; review status and next steps for Team	0.40	\$950.00	\$380.00
ASC	09/13/2023	Refew file and answer from D, Draft POS for Class action	0.20	\$250.00	\$50.00
CJ	09/18/2023	Review wage statements for premium pay and OT	1.00	\$550.00	\$550.00
CJ	09/18/2023	Evaluate 1198.5 file (274 pages)	1.50	\$550.00	\$825.00
CJ	09/18/2023	Review complaint and case notes, research upcoming deadlines	1.00	\$550.00	\$550.00
CJ	09/22/2023	Continue to evaluate complaint and case notes in preparation for drafting initial discovery to Defendant	1.00	\$550.00	\$550.00
CJ	09/22/2023	Review and revise the Belaire West notice and deposition notice for Def's PMK	1.00	\$550.00	\$550.00
CJ	09/22/2023	Review and revise all set 1 written discovery requests, finalized and sent for service	1.00	\$550.00	\$550.00
AR	10/20/2023	Review and outline file for onboarding; draft, file and serve case management statement in class action.	1.20	\$550.00	\$660.00
RE	10/21/2023	Review file; prepare initial documents for service of process re PAGA action; identify reg. agent; send out for service via Knox	0.75	\$675.00	\$506.25
RE	10/30/2023	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
ASC	11/03/2023	Review status of case, check court's website, confirm 11/6 hearing on calendar, set up remote appearance via Vcourt	0.30	\$250.00	\$75.00
AR	11/06/2023	Prepare for and attend CMC; draft and circulate summary.	1.00	\$550.00	\$550.00
AR	11/06/2023	Draft notice of CMC and submit to opposing counsel.	0.40	\$550.00	\$220.00
CL	11/29/2023	Receipt and review Defendant's Responses to	0.40	\$750.00	\$300.00

		Special Interrogatories, Request for Production, Form Interrogatories.			
CJ	12/05/2023	Review OPC positions re consolidation, advise PM, review complaint in PAGA and class case, and advise OPC re positions for consolidation	1.00	\$550.00	\$550.00
AR	12/07/2023	Multiple correspondence with AC regarding status of discovery; follow up correspondence with CTL and PM.	0.40	\$550.00	\$220.00
PM	12/07/2023	Review emails and status of action; advise CL re the same.	0.50	\$750.00	\$375.00
KN	12/09/2023	Review status; review past week of emails and internal memos.	0.30	\$950.00	\$285.00
ASC	12/15/2023	Review defendants responses to plaintiff's discovery (RFP, Srogs, Form Rogs, RFA) and draft M&C letter	2.00	\$250.00	\$500.00
ASC	12/15/2023	PAGA - Review status of case and court's docket, no answer filed by defendant (due 12/4/23); draft CMS	0.50	\$250.00	\$125.00
CL	12/18/2023	Receipt and review Case Management Statement.	0.30	\$750.00	\$225.00
AR	12/18/2023	Receive and review draft CMC statement; review orders; revise and submit for filing.	0.60	\$550.00	\$330.00
AR	12/22/2023	Review and outline discovery responses; draft and submit comprehensive meet and confer correspondence to opposing counsel.	1.60	\$550.00	\$880.00
CL	12/27/2023	Receipt and review order re related cases	0.20	\$750.00	\$150.00
AR	12/28/2023	Review file for status; draft multiple follow up correspondence with opposing counsel.	0.50	\$550.00	\$275.00
CL	12/29/2023	Email from D. Juarez re: meet and confer re: Belaire-West notice.	0.20	\$750.00	\$150.00
AR	01/02/2024	Revise and finalize Belaire-West notice; submit for administration.	0.80	\$550.00	\$440.00
AR	01/02/2024	Multiple correspondence regarding supplemental responses and production.	0.40	\$550.00	\$220.00
AR	01/02/2024	Draft flow chart and update to file regarding discovery.	0.80	\$550.00	\$440.00
YS	01/05/2024	[PAGA] Review status of case, Confirm 1/9 CMC hearing on calendar, continued to 11/14, confirm new date on calendar	0.30	\$250.00	\$75.00
AR	01/09/2024	Multiple correspondence with opposing counsel regarding mediation; review file for status of	0.60	\$550.00	\$330.00

		discovery.			
YS	01/22/2024	Update internal class spreadsheet with class size.	0.10	\$250.00	\$25.00
CL	01/22/2024	Email from D. Juarez re class size.	0.20	\$750.00	\$150.00
AR	01/31/2024	Multiple follow up correspondence regarding mediation and Belaire-West administration.	0.40	\$550.00	\$220.00
CL	02/02/2024	Receipt and review Notice of Related Case	0.20	\$750.00	\$150.00
AB	02/02/2024	Review/analyze corr from OPC re mediators. Research proposed mediators. Draft/send corr to OPC re mediators. Review/analyze corr from team member re mediators. Review/analyze status of discovery / meeting Court deadlines / merits of claims. Review Donohue and its progeny to assess value of meal break claims.	8.00	\$895.00	\$7,160.00
KN	02/03/2024	Review correspondence regarding mediation; review research from AJ regarding facts and claims; analysis of claims; provide input to AJ.	1.30	\$950.00	\$1,235.00
AR	02/06/2024	Multiple follow up correspondence with opposing counsel regarding mediation.	0.30	\$550.00	\$165.00
ASC	02/12/2024	Email exchange with mediator re service list, fee split and caption	0.30	\$250.00	\$75.00
AB	02/12/2024	Review/analyze corr fro OPC to mediator. Review/analyze response. Check calendar. Analyze shuffling dates / continuances in other cases to make room for mediation. Draft/ send corr back to opc / mediator re mediation. Prep mediation data requests. Adjust calendar.	4.00	\$895.00	\$3,580.00
KN	02/12/2024	Review emails; review status and mediation dates	0.25	\$950.00	\$237.50
YS	02/13/2024	[Class] Draft shell for stipulation to stay matter pending mediation and proposed order.	0.60	\$250.00	\$150.00
KN	02/13/2024	Review emails to and from Defendant; review mediation email	0.25	\$950.00	\$237.50
AR	02/27/2024	Review and organize documents for mediation; create exhibit book.	1.30	\$550.00	\$715.00
AR	02/28/2024	Draft mediation data request; draft exhibit flowchart; update mediation matrix; submit to AB for review.	1.50	\$550.00	\$825.00
AR	02/28/2024	Draft stipulation to stay pending mediation in Class and PAGA action; draft follow up correspondence.	0.80	\$550.00	\$440.00
AR	02/28/2024	Revise, finalize, and serve mediation data request.	0.50	\$550.00	\$275.00

AR	02/28/2024	Multiple correspondence with YS regarding stipulations; review files for examples; draft follow up correspondence.	0.40	\$550.00	\$220.00
AR	03/05/2024	Revise and return stipulations; correspondence with opposing counsel regarding the same.	0.80	\$550.00	\$440.00
AR	03/05/2024	Draft further revisions to stipulations; finalize and submit for filing.	0.60	\$550.00	\$330.00
AR	03/05/2024	Receive and review notices from court; review docket; multiple correspondence with YS regarding the same.	0.50	\$550.00	\$275.00
KN	03/05/2024	Review Def revisions to stip; advise AR; review further revisions to Stip	0.30	\$950.00	\$285.00
YS	03/19/2024	[Class] Review the court docket re entered Stip to stay pending mediation. Retrieve order granting stay. Update file with order. Email to Court Docs for circulation.	0.20	\$250.00	\$50.00
YS	03/19/2024	[PAGA] Review the court docket re entered Stip to stay pending mediation. Retrieve order granting stay. Update file with order. Email to Court Docs for circulation.	0.20	\$250.00	\$50.00
CL	03/19/2024	Receipt and review Order Granting Stipulation to Stay Pending Mediation.	0.30	\$750.00	\$225.00
KN	03/19/2024	Review status; review Orders from Court; review past emails with co-counsel	0.30	\$950.00	\$285.00
AR	09/09/2024	Receive and review correspondence from opposing counsel regarding mediation; draft follow up correspondence.	0.50	\$550.00	\$275.00
ASC	09/09/2024	Review email from D. Juarez re mediation data and protective order, respond to email with draft of LA Model PO	0.40	\$250.00	\$100.00
ASC	09/09/2024	Draft Protective Order for mediation data	0.50	\$250.00	\$125.00
ASC	09/10/2024	Finalize protective order, add POS, file via one legal, serve via email	0.60	\$250.00	\$150.00
YS	09/11/2024	Review rejection notice re rejected stip/protective order. Refile via Onelegal.	0.30	\$250.00	\$75.00
ASC	09/11/2024	Review notice of rejection; have refiled with stipulation fee	0.50	\$250.00	\$125.00
YS	09/12/2024	Review Onelegal for file stamp protective order. Download and update file. Email to AS	0.20	\$250.00	\$50.00
ASC	09/12/2024	Monitor stauts and send conformed copy of protective order to D. Juarez in connection with mediation data production	0.40	\$250.00	\$100.00

YS	09/20/2024	Review mediation data produced by Defs. Download and update file. Create box folder. Prepare and email to expert re new box folder.	0.50	\$250.00	\$125.00
ASC	09/20/2024	Email D. Juarez re mediation data production due	0.30	\$250.00	\$75.00
AB	09/20/2024	Review status of preparing for mediation. Review team email to OPC. Draft send memo to team member re same. Research case in file - analyze claims.	3.00	\$895.00	\$2,685.00
ASC	10/01/2024	Email to N. Hutchings re status of conflict check and Mediation data analysis	0.30	\$250.00	\$75.00
VR	10/02/2024	Review and Analyze: review and analyze documents; review correspondence between parties; advise AJB	0.50	\$750.00	\$375.00
ASC	10/02/2024	Review email from B. Berger re potential conflict; discuss with AJ	0.50	\$250.00	\$125.00
KN	10/02/2024	Review and Analyze: review documents and summaries from staff; analysis of issues; review status of production; review data	1.00	\$950.00	\$950.00
YS	10/03/2024	Review email from OPC re revisions to Def's service list. Update class POS with revisions - remove J. Kleinhans and C. Keegan.	0.20	\$250.00	\$50.00
YS	10/03/2024	Review email from OPC re revisions to Def's service list. Create POS for PAGA case.	0.20	\$250.00	\$50.00
AB	10/03/2024	Review/analyze corr from OPC re scope of mediation. Draft / send corr to expert re mediation work. Prep for mediation.	4.00	\$895.00	\$3,580.00
YS	10/07/2024	Review Def's notice of related case. Review court docket and download complaint of the Gray matter.	0.20	\$250.00	\$50.00
VR	10/07/2024	Receipt and Review of Correspondence: review correspondence between parties; review mediation agreement; advise AJB	0.40	\$750.00	\$300.00
CL	10/14/2024	[PAGA] Review and analyze docket re Joint CMS; review and analyze minute order and docket due to discrepancy.	0.30	\$750.00	\$225.00
AB	10/15/2024	Review file to prep for mediation/drafting mediation brief/draft send memo to team re deficiencies as to case analysis, chart etc	4.00	\$895.00	\$3,580.00
ASC	10/22/2024	Review and analyze mediation data produced by defendant	3.00	\$250.00	\$750.00
ASC	10/22/2024	Finalize harassment sheet	1.00	\$250.00	\$250.00
ASC	10/22/2024	Finalize Case Intake notes for mediation	1.00	\$250.00	\$250.00

ASC	10/22/2024	Call with plaintiff re mediation information and notes	1.00	\$250.00	\$250.00
ASC	10/22/2024	Review time cards and payroll data, policies and employment file	4.00	\$250.00	\$1,000.00
KN	10/22/2024	Review draft mediation brief; further revise of documents and data; review expert analysis; analyze claims and provide input for mediation	2.00	\$950.00	\$1,900.00
ASC	10/23/2024	Call OPC re workweeks and pay periods data	1.00	\$250.00	\$250.00
ASC	10/23/2024	Draft Mediation brief	1.00	\$250.00	\$250.00
ASC	10/24/2024	Discuss text messages evidencing off the clock work with client	0.50	\$250.00	\$125.00
AB	10/29/2024	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
NDB	10/29/2024	Review and analyze related litigation. Legal research. Review and analyze JPA terms. Send to Plaintiff for signature. Discuss terms with Plaintiff. Follow up for signature.	1.40	\$850.00	\$1,190.00
CL	10/31/2024	Prepare for Case Management Conference.	0.30	\$750.00	\$225.00
CL	10/31/2024	Receipt and review Order Continuing CMC; review and analyze docket.	0.30	\$750.00	\$225.00
AB	11/07/2024	Exchange corr w/ defense counsel/mediator to book new mediation date. Prep for mediation.	2.00	\$895.00	\$1,790.00
YS	11/08/2024	Review email from mediator's office. Email correspondence to Dani with requested information for mediation.	0.30	\$250.00	\$75.00
VR	11/12/2024	Review and Revise: review and revise joint statement re mediation; review mediation status and outcomes; review related case; review correspondence between parties; correspondence to Def	2.00	\$750.00	\$1,500.00
VR	11/14/2024	Review and Analyze: review court's orders and docket; review stipulations; review correspondence between parties	0.30	\$750.00	\$225.00
YS	11/15/2024	Finalize joint report for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	12/02/2024	Review JAMS corr. re Notice of Mediation. Download and update file. Email to Court Docs for circulation. Confirm mediation is calendared.	0.20	\$250.00	\$50.00
CL	12/02/2024	Receipt and review Notice of mediation.	0.20	\$750.00	\$150.00
ASC	12/02/2024	Receive and review correspondence from JAMS re notice of mediation	0.30	\$250.00	\$75.00

ASC	01/03/2025	Review and respond to email from A. Cardenas requesting status update	0.40	\$250.00	\$100.00
VR	01/06/2025	Draft: draft CMC statements in PAGA and class cases; review case history; review court's orders and dockets; review correspondence between parties; review mediation brief and confirmation; advise YS	2.50	\$750.00	\$1,875.00
CL	01/06/2025	Email from C. Keegen re: Defendant's CMS; Receipt and review Defendant's CMS.	0.30	\$750.00	\$225.00
YS	01/06/2025	Finalize class CMS for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	01/06/2025	Finalize PAGA CMS for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
KN	01/06/2025	Review status and emails; review CMS	0.30	\$950.00	\$285.00
ASC	01/08/2025	Email D. Juarez re updated mediation data and production for mediation no. 2	0.50	\$250.00	\$125.00
NDB	01/12/2025	Review court docket and case file. Analyze data and discovery produced to date. Review paystubs exemplars for wage and hour claims. Legal research regrading the same. Prepare for mediation.	4.10	\$850.00	\$3,485.00
ASC	01/14/2025	Email to D. Juarez re Mediation Data Request and updated class size	0.30	\$250.00	\$75.00
NDB	01/14/2025	Review and analyze previous settlements with similar claims and workweeks. Legal research regarding 204 late payment of wage claims. Analyze Plaintiff's individual claims and damages. Review settlement authority.	2.90	\$850.00	\$2,465.00
CL	01/16/2025	Email from D. Juarez re: extrapolating data re mediation.	0.20	\$750.00	\$150.00
ASC	01/16/2025	Email to D. Juarez re Mediation Data Request and updated class size	0.30	\$250.00	\$75.00
YS	01/17/2025	Review status of case, Confirm 1/21 Class CMC on calendar, arrange appearance via VCourt, confirm info to appear via telephone, arrange reminder text for team	0.40	\$250.00	\$100.00
YS	01/17/2025	Review status of case, Confirm 1/21 PAGA CMC on calendar, already arranged appearance for class CMC in same dept, confirm info to appear via telephone, arrange reminder text for team	0.30	\$250.00	\$75.00
NDB	01/18/2025	Review time punch data for meal break and rounding claims. Analyze related litigation and	3.10	\$850.00	\$2,635.00

		overlap with current case. Review and analyze Defendant's written policy documents and case demographics. Legal research regarding the same. Prepare for mediation.			
ASC	01/20/2025	Discuss mediation data with AJ, email Expert re request for updated report	0.50	\$250.00	\$125.00
CL	01/21/2025	Attend Case Management Conference; Draft memorandum to file re: CMC.	0.80	\$750.00	\$600.00
CL	01/21/2025	Prepare for Case Management Conference.	0.20	\$750.00	\$150.00
YS	01/22/2025	Email to mediator's office re info for mediation participants	0.20	\$250.00	\$50.00
ASC	01/23/2025	Receive and analyse updated expert report	0.50	\$250.00	\$125.00
YS	01/27/2025	Review and organize P's documents. Add bates stamp to P's wage statements. Update and finalize exhibit book.	0.50	\$250.00	\$125.00
ASC	01/28/2025	Draft mediation brief	1.00	\$250.00	\$250.00
NDB	01/28/2025	Review and revise mediation brief. Analyze facts and claims.	2.90	\$850.00	\$2,465.00
AB	01/29/2025	Draft/review/revise/file mediation brief.	8.00	\$895.00	\$7,160.00
SB	01/31/2025	Speak with client in advance of mediation, analyze claims, and advise AJB	2.80	\$450.00	\$1,260.00
SB	02/02/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
NDB	02/04/2025	Review and analyze all mediation materials including briefs and exhibits thereto. Analyze expert damage and penalty report and notes and assumptions. Prepare for mediation.	1.90	\$850.00	\$1,615.00
AB	02/05/2025	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
SB	02/05/2025	Attend mediation	8.00	\$450.00	\$3,600.00
NDB	02/05/2025	Review and respond to questions regarding mediation issues and claims.	0.90	\$850.00	\$765.00
AB	02/11/2025	Review/analyze corr from OPC re benefits, FEHA and 1542 release. Research argument vs LA model form. Draft/send response and revised MOU.	3.00	\$895.00	\$2,685.00
KN	02/11/2025	Review results of mediation from AJ; review draft MOU; analysis of settlement issues; provide input to AJ	0.75	\$950.00	\$712.50
AB	02/13/2025	Conduct final review of MOU. Revise after review of paystub to correct entities. Draft/send corr to	3.00	\$895.00	\$2,685.00

		OPC. Draft/send memo to team re signing of MOU.			
NDB	02/14/2025	Review mediation notes and results. Review and analyze mediator's email. Review and analyze MOU terms. Send MOU to Plaintiff for signature. Discuss terms with Plaintiff. Follow up for signature.	1.30	\$850.00	\$1,105.00
YS	02/19/2025	Review local rules re reserving PAM hearing. Email to Team.	0.30	\$250.00	\$75.00
AB	02/19/2025	Analyze status of finalizing settlement. Exchange corr w/ cocounsel re MOU. Review Court calendar/docket to ensure compliance.	2.00	\$895.00	\$1,790.00
YS	03/11/2025	Update status of case of settled in internal litigation sheet	0.10	\$250.00	\$25.00
CL	03/31/2025	Draft First Amended Class Action Complaint; Review and analyze Gray Action in preparation for same.	2.70	\$750.00	\$2,025.00
CL	03/31/2025	Email to J. Boxer re: Draft First Amended Class Action Complaint and stipulation.	0.30	\$750.00	\$225.00
YS	04/03/2025	Prepare shell for stip for leave to file FACC	0.70	\$250.00	\$175.00
CL	04/15/2025	Receipt and review Notice of Related Case; Email from C. Keegan re: same.	0.30	\$750.00	\$225.00
YS	04/15/2025	Review notice of related case. Download Chiprez complaint from the court docket, update file, email to Court Docs for circulation.	0.30	\$250.00	\$75.00
CL	04/22/2025	Email to J. Boxer and J. Hernandez re meet and confer re: stipulation for leave to file FACC and revisions to FACC.	0.40	\$750.00	\$300.00
KN	04/22/2025	Review status and emails; review draft FAC; review draft stipulation; plan next steps for Team	0.50	\$950.00	\$475.00
CL	05/10/2025	Email to J. Boxer and J. Hernandez re meet and confer re: stipulation for leave to file FACC and revisions to FACC.	0.30	\$750.00	\$225.00
CL	05/10/2025	Email to T. Rogers requesting estimate for administration of settlement.	0.30	\$750.00	\$225.00
CL	05/10/2025	Email to S. Hartranft requesting estimate for administration of settlement.	0.30	\$750.00	\$225.00
CL	05/12/2025	Draft Long Form Settlement Agreement.	3.50	\$750.00	\$2,625.00
CL	05/12/2025	Email from K. Stern re: ILYM estimate for administration of settlement; Receipt and review same.	0.30	\$750.00	\$225.00

CL	05/12/2025	Email to J. Boxer re: revisions to Long Form Settlement Agreement and follow-up re cost and revisions to FACC.	0.40	\$750.00	\$300.00
CL	05/12/2025	Revise Long Form Settlement Agreement.	0.40	\$750.00	\$300.00
KN	05/12/2025	Review draft Agreement from CL; review Apex and ILYM admin estimates; analysis of issues and corrections to draft agreement; advise CL	1.50	\$950.00	\$1,425.00
CL	05/13/2025	Email from S. Hartranft re: Apex estimate for administration of settlement; Receipt and review same.	0.30	\$750.00	\$225.00
CL	05/13/2025	Email to J. Boxer and J. Hernandez re revised Settlement Agreement and revisions to the stipulation for leave to file FACC and revisions to FACC.	0.40	\$750.00	\$300.00
YS	05/13/2025	Review correspondence from Co-counsel re revisions to service list. Revise POS on file - remove J. Hernandez and add C. Moran.	0.20	\$250.00	\$50.00
CL	05/13/2025	Email from J. Boxer re: Clare Moran and FACC.	0.30	\$750.00	\$225.00
CL	06/09/2025	Email to J. Boxer re: revisions to FAC and revisions to Long Form Settlement Agreement.	0.40	\$750.00	\$300.00
CL	06/09/2025	Email from/to J. Boxer re: update costs for Co-Plaintiff and request for client dates of employment.	0.40	\$750.00	\$300.00
CL	06/09/2025	Revise Long For Settlement Agreement.	0.70	\$750.00	\$525.00
CL	06/09/2025	Email to L. Kazanjian re: Revise Long For Settlement Agreement; Revise Long Form Settlement Agreement.	0.70	\$750.00	\$525.00
KN	06/09/2025	Review emails to and from co-counsel; review emails from CL; review status	0.30	\$950.00	\$285.00
CL	06/10/2025	[PAGA] Receipt and review Order Relating Cases	0.20	\$750.00	\$150.00
CL	06/10/2025	[CLASS] Receipt and review Order Relating Cases	0.20	\$750.00	\$150.00
CL	06/10/2025	Receipt and review email from D. Juarez re: revisions to settlement agreement and stipulation for leave to file FACC; Receipt and review revisions to settlement agreement and stipulation for leave to file FACC.	0.50	\$750.00	\$375.00
CL	06/23/2025	Email from/to J. Boxer re revisions to settlement agreement; Email to J. Boxer and D. Juarez following up on stipulation for leave to file FAC.	0.40	\$750.00	\$300.00
CL	06/23/2025	Email from D. Juarez re: stipulation for leave to file FACC; Finalize Stipulation.	0.60	\$750.00	\$450.00

YS	06/23/2025	Finalize for stip for leave to file FAC and proposed order for service. Add and book mark proposed FAC to stip. Prepare POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	06/25/2025	Review and revise Long Form Settlement Agreement; Discuss with Kyle re: same.	1.20	\$750.00	\$900.00
KN	06/25/2025	Review draft Agreement and further revisions thereto; analysis of questions from CL; advise CL	1.00	\$950.00	\$950.00
YS	06/26/2025	Review rejection notice from Onelegal re stip to file FACC. Re-file stip via Onelegal.	0.30	\$250.00	\$75.00
BW	07/03/2025	Draft CMC statement; review docket; send to staff for service	0.50	\$750.00	\$375.00
YS	07/07/2025	Finalize P's CMS for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	07/08/2025	Receipt and review Defendant's CMS; Email from C. Keegan re: same.	0.30	\$750.00	\$225.00
YS	07/11/2025	Finalize FAC for service. Prepare POS. File via Onelegal. Email to OPC/Co-P re FAC. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	07/18/2025	Review Onelegal's rejection notice re FAC. Revise FAC, per court's instructions. Refile FAC via Onelegal.	0.50	\$250.00	\$125.00
CL	07/21/2025	Email from/to D. Juarez re settlement agreement; Review and revise Settlement Agreement to be circulated for signature.	0.60	\$750.00	\$450.00
ASC	07/21/2025	Prepare to attend CMC	0.50	\$250.00	\$125.00
ASC	07/21/2025	Attend CMC, request hearing date for MPA	1.00	\$250.00	\$250.00
KN	07/21/2025	Review emails; review final draft of Agreement; perform final review to ensure consistency with MOU and legal requirements; advise CL	1.00	\$950.00	\$950.00
CL	07/29/2025	Email to D. Juarez re: final settlement agreement to be circulated for signature.	0.30	\$750.00	\$225.00
CL	07/30/2025	Email from A. Cardenas re: status of settlement agreement and disbursement.	0.30	\$750.00	\$225.00
ASC	07/30/2025	Review email from Plaintiff Cardenas re request for status update; review file to provide update	0.30	\$250.00	\$75.00
AB	08/01/2025	Prep Kullar analysis for prelim	3.00	\$895.00	\$2,685.00
KN	08/06/2025	Begin draft of Exhibits to Agreement; review emails and research issue	1.00	\$950.00	\$950.00

CL	08/07/2025	Revise First Amended Class and Representative Action Complaint; Review and analyze rejection re: same; Discuss with Brooke and Kyle.	0.40	\$750.00	\$300.00
YS	08/07/2025	Finalize FAC for service. Prepare POS. Re-file via Onelegal. Email to OPC re FAC. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
KN	08/08/2025	Draft exhibits to Agreement; research issues for exhibits; research issues regarding SAC; memo to staff; review and analysis of response from staff; advise as to next steps	2.00	\$950.00	\$1,900.00
KN	08/13/2025	Draft Exhibits; review Agreement and memo to staff regarding issues to correct; email draft exhibits to the Defendant	2.50	\$950.00	\$2,375.00
CL	08/13/2025	Email to D. Juarez re: Cy Pres Recipient Legal Aid at Work; Discuss with Kyle re: same; Revise Settlement Agreement.	0.50	\$750.00	\$375.00
KN	08/14/2025	Review revisions to agreement; review emails; revise exhibits; email counsel	1.00	\$950.00	\$950.00
YS	08/14/2025	Review rejection notice re FAC -- court requires summons. Prepare summons form.	0.40	\$250.00	\$100.00
CL	08/14/2025	Revise Settlement Agreement; Emails from D. Juarez re: additional revisions to settlement agreement; Discuss with Kyle re: same.	0.60	\$750.00	\$450.00
CL	08/14/2025	Revise Summons to FAC.	0.20	\$750.00	\$150.00
YS	08/15/2025	Finalize summons re FAC. File summons, FAC, and POS via Onelegal.	0.30	\$250.00	\$75.00
BW	08/25/2025	Review and analyze correspondence, docket, and orders; Draft and send memorandum to file re current circumstances and strategy for completing settlement agreement and settlement agreement approval	0.20	\$750.00	\$150.00
KN	09/04/2025	Review status and emails; memo to CL; prep for next steps	0.30	\$950.00	\$285.00
YS	09/09/2025	Discuss LWDA submission re PAGA FAC	0.30	\$250.00	\$75.00
KN	09/11/2025	Research issues for motion; review status of settlement; update approval outline; draft motion for preliminary approval; analysis of Kullar issues; update proposed order; email draft motion to Defendant; memo to Admin; memo to staff; email co-counsel about their declarations.	5.50	\$950.00	\$5,225.00
ASC	09/11/2025	Download conformed FAC, file with LWDA via PAGA website, save confirmation email in Correspondence	0.70	\$250.00	\$175.00

CL	09/12/2025	Email to M. Matern requesting signature to settlement agreement.	0.30	\$750.00	\$225.00
KN	09/12/2025	Review emails; follow up with staff regarding settlement issues	0.25	\$950.00	\$237.50
NDB	09/12/2025	Review settlement agreement terms for conformity with MOU terms. Analyze draft exhibits. Review case file and case notes. Discuss terms with Plaintiff. Review and respond to emails. Follow up for signature.	1.30	\$850.00	\$1,105.00
BW	09/15/2025	Review case file re if hearing date has been secured yet; contact staff re obtaining hearing date and/or call court and find out process for obtaining date	0.10	\$750.00	\$75.00
YS	09/16/2025	Review local rules re requesting date for MPA hearing.	0.30	\$250.00	\$75.00
CL	09/17/2025	Email from/to J. Boxer re: Gray, Giesbrecht and Matern's signatures on Settlement Agreement; Email to M. Matern re: status of settlement agreement.	0.30	\$750.00	\$225.00
KN	09/25/2025	Review emails; f/u with co-counsel; f/u with staff	0.30	\$950.00	\$285.00
CL	09/26/2025	Email to J. Boxer re: Matern Declaration and signed settlement agreement; Discuss with Kyle re same.	0.40	\$750.00	\$300.00
CL	09/26/2025	Call to J. Boxer re: Matern Declaration and signed settlement agreement.	0.20	\$750.00	\$150.00
CL	09/26/2025	Call to A. Ocampo re: Matern Declaration and signed settlement agreement; Email to A. Ocampo re: same.	0.20	\$750.00	\$150.00
CL	09/26/2025	Email from L. Olarra re: settlement agreement signed by Plaintiff Gray.	0.30	\$750.00	\$225.00
KN	09/26/2025	Review emails; review status of signatures; email questions to staff	0.25	\$950.00	\$237.50
CL	09/29/2025	Email to J. Boxer re: Declaration of Matern in support of preliminary approval.	0.30	\$750.00	\$225.00
CL	09/29/2025	Email to L. Olarra re: update on status of settlement agreement and Matern's client signature.	0.20	\$750.00	\$150.00
YS	09/29/2025	Telephone call to calendar clerk and reserved MPA hearing date. Email to KN.	0.30	\$250.00	\$75.00
KN	09/29/2025	Work on motion; prepare Admin decl and co-counsel decl; emails with staff	1.50	\$950.00	\$1,425.00
KN	10/01/2025	Prepare fully executed Agreement; prepare final	0.50	\$950.00	\$475.00

exhibits					
KN	10/02/2025	Draft declaration ISO motion; research issues; memo to staff; email regarding missing client declarations; email to Defendant; finalize declaration	4.50	\$950.00	\$4,275.00
CL	10/02/2025	Email to L. Olarra requesting Matern's clients declarations in support of motion for preliminary approval.	0.20	\$750.00	\$150.00
ASC	10/02/2025	Prepare Plaintiff's declaration iso MPA	1.00	\$250.00	\$250.00
ASC	10/03/2025	Email from and to Plaintiff re questions re declaration iso MPA, and status update, explain service award	0.50	\$250.00	\$125.00
YS	10/06/2025	Prepare P's decl for P's signature, upload to Clio, email to Client	0.30	\$250.00	\$75.00
ASC	10/06/2025	Review and respond to email from Plaintiff re declaration iso service payment	0.50	\$250.00	\$125.00
CL	10/10/2025	Email to D. Juarez requesting section 7.1 declaration.	0.30	\$750.00	\$225.00
ASC	10/15/2025	Email co-counsel re Request for Plaintiffs' Declarations in suport of awards	0.30	\$250.00	\$75.00
ASC	10/15/2025	Review SA; Email to Defense counsel re request for Defendant's declaration iso MPA	0.40	\$250.00	\$100.00
CL	10/16/2025	Email from D. Juarez re: 7.1 declaration.	0.20	\$750.00	\$150.00
ASC	10/16/2025	Follow up with D. Juarez re request for Defendant's declaration iso of MPA of settlement	0.30	\$250.00	\$75.00
ASC	10/20/2025	Follow up with Co-Counsel re request for co-Plaintiff's declaration	0.30	\$250.00	\$75.00
ASC	10/23/2025	Follow up with Defendant and co-plaintiffs re declaration iso MPA	0.50	\$250.00	\$125.00
ASC	11/03/2025	Follow up with OPC and CoCo re declarations iso MPA	0.40	\$250.00	\$100.00
ASC	11/05/2025	Follow up with OPC and CoCo re declarations iso MPA	0.40	\$250.00	\$100.00
ASC	11/05/2025	Finalize and file decls iso MPA via one legal, serve via email	0.50	\$250.00	\$125.00
CL	11/12/2025	Email from D. Juarez re: 7.1 declaration re escalator clause; Receipt and review 7.1 declaration.	0.40	\$750.00	\$300.00
ASC	11/12/2025	Follow up with OPC re defendant's declaration iso MPA	0.30	\$250.00	\$75.00

CL	11/13/2025	Email from/to D. Juarez re: escalator clause triggered.	0.20	\$750.00	\$150.00
ASC	11/13/2025	Finalize and submit Defendant's Declaration iso MPA	0.50	\$250.00	\$125.00
KN	12/02/2025	Review status; review emails; prepare for hearing and appearance	0.40	\$950.00	\$380.00
CL	12/02/2025	Receipt and review Defendant Notice of Remote Appearance	0.20	\$750.00	\$150.00
KN	12/03/2025	Review status and next steps; Review tentative ruling; revise proposed order; revise and correct class notice; email Defendant	1.50	\$950.00	\$1,425.00
KN	12/03/2025	Review emails; revise and finalized proposed order; file and serve documents	1.00	\$950.00	\$950.00
CL	12/03/2025	Email from/to A. Cardenas re: status of settlement and timeline of distribution.	0.30	\$750.00	\$225.00
KN	12/05/2025	Review signed order; emails to Defendant; prepare documents; memo to Admin with documents; review status of corrected class notice	0.75	\$950.00	\$712.50
CL	12/09/2025	Email from L. Kazanjian re: timeline of class data disbursement; Email from M. Nava re: administration of settlement timeline; Receipt and review same.	0.30	\$750.00	\$225.00
KN	12/09/2025	Review Admin emails; review initial timeline; analysis of settlement issues and check with Agreement and order; respond to Admin	0.40	\$950.00	\$380.00
ASC	12/11/2025	Review and respond to email from Plaintiff Cardenas	0.30	\$250.00	\$75.00
ASC	12/17/2025	Review and respond to email from Plaintiff Cardenas re question re MPA and service award	0.30	\$250.00	\$75.00
CL	12/18/2025	Email to M. Scammahorn re: preliminary approval and status.	0.30	\$750.00	\$225.00
YS	12/30/2025	Review courtlinks alert re upcoming events: 5/5 MFA Hearing. Check docket. Confirm it is on calendar.	0.10	\$250.00	\$25.00
BW	01/05/2026	Draft CMC statement, including reviewing orders, motion for preliminary approval orders, apex information, and correspondence with apex concerning data transfer	0.60	\$750.00	\$450.00
YS	01/05/2026	Finalize P's CMS for service. Prepare POS. File via Onelegal. Email to OPC/Co-P re FAC. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00

CL	01/06/2026	Email from K. Nava re: class notice and the preliminary calculations for review and approval; Review and analyze notice and the preliminary calculations for approval.	0.30	\$750.00	\$225.00
CL	01/06/2026	Email from K. Nava re: trigger or escalator clause.	0.20	\$750.00	\$150.00
KN	01/06/2026	Review emails from Admin and Defendant; review status of Admin process	0.25	\$950.00	\$237.50
KN	01/07/2026	Review revised settlement calculations and spreadsheet; double check issues; review updated formatted class notice; respond to Admin	0.60	\$950.00	\$570.00
CL	01/08/2026	Email from K. Nava re updated notice reflecting the increase in the Gross Settlement Amount	0.20	\$750.00	\$150.00
BW	01/20/2026	Prepare for case management conference	0.50	\$750.00	\$375.00
BW	01/20/2026	Log in and appear at hearing	0.50	\$750.00	\$375.00
KN	01/24/2026	Review Admin email; review weekly report; monitor notice process	0.20	\$950.00	\$190.00
KN	01/31/2026	Review Admin email; review weekly report; monitor notice process	0.20	\$950.00	\$190.00
CL	02/10/2026	Email from K. Nava re: a status report detailing the mailed notices and received responses; Receipt and review status report.	0.30	\$750.00	\$225.00
YS	02/10/2026	Review courtlinks alert re upcoming events: 7/13 CMC Hearing. Confirm it is on calendar.	0.10	\$250.00	\$25.00
CL	02/13/2026	Email from K. Nava re status report detailing the mailed notices and received responses; Receipt and review re: same	0.30	\$750.00	\$225.00
KN	02/14/2026	Review Admin email; review weekly report; monitor notice process	0.20	\$950.00	\$190.00
CL	03/06/2026	Receipt and review status report detailing the mailed notices and received responses; Email from K. Nava re: status report detailing the mailed notices and received responses	0.30	\$750.00	\$225.00
KN	03/07/2026	Review Admin email; review weekly report; monitor notice process	0.20	\$950.00	\$190.00
KN	03/14/2026	Review Admin email; review weekly report; monitor notice process	0.20	\$950.00	\$190.00
CL	03/16/2026	Email from K. Nava re status report detailing the mailed notices and received responses; Receipt and review status report detailing the mailed notices and received responses	0.20	\$750.00	\$150.00
CL	03/23/2026	Email from K. Nava re: a status report detailing	0.30	\$750.00	\$225.00

		the mailed notices and received responses; Receipt and review a status report detailing the mailed notices and received responses			
CL	03/27/2026	Draft Final Approval of Settlement and Notice of Motion.	3.60	\$750.00	\$2,700.00
CL	03/27/2026	Email to M. Nava requesting Admin Declaration in support of Motion for Final Approval of Settlement.	0.30	\$750.00	\$225.00
CL	03/27/2026	Email to Matern Law requesting Fees and Cost Declaration in support of Motion for Final Approval of Settlement.	0.30	\$750.00	\$225.00
CL	03/30/2026	Draft Declaration of NBB in support of Motion for Final Approval.	2.60	\$750.00	\$1,950.00
CL	03/30/2026	Email from/to K. Nava re; admin declaration.	0.20	\$750.00	\$150.00
KN	03/30/2026	Review status; review emails; respond to CL; memo to partners; update approval chart	0.50	\$950.00	\$475.00
CL	03/30/2026	Revise notice of motion; Email to K. Nava re word version administrative declaration.	0.30	\$750.00	\$225.00
CL	03/31/2026	Emails from/to M. Nava re admin declaration; revise admin declaration in support of final approval; Discuss with Kyle re same.	0.50	\$750.00	\$375.00
ASC	04/01/2026	Review correspondence from the Court re notice of reassignment	0.20	\$250.00	\$50.00
KN	04/01/2026	Review and revise draft Admin declaration; prepare redlines and send to Admin; review escalator issue and advise CL; review notice of reassignment; update chart; review emails; memo to CL regarding Admin issues	2.00	\$950.00	\$1,900.00
CL	04/01/2026	Draft Final Approval Motion to update escalator clause; Draft Notice of Motion and Proposed Order	3.30	\$750.00	\$2,475.00
CL	04/01/2026	Email to/form K. Nava and M. Nava requesting administration declaration in support of final approval.	0.40	\$750.00	\$300.00
CL	04/01/2026	Email to J. Boxer requesting declaration in support of fees and costs.	0.40	\$750.00	\$300.00
CL	04/02/2026	Email to J. Boxer re follow up re declaration of fees and costs.	0.20	\$750.00	\$150.00
KN	04/03/2026	Review and revise draft motion; revised and redline proposed order; research issues; further revisions to motion; memo to staff; email Defendant	3.00	\$950.00	\$2,850.00

YS	04/03/2026	Populate table of contents and authorities in MFA.	1.00	\$250.00	\$250.00
CL	04/05/2026	Email from M. Scammahorn re: Matern Declaration in support of final approval; Revise Final Approval motion to reflect Matern Declaration revisions.	0.70	\$750.00	\$525.00
CL	04/06/2026	Draft Blumenthal Declaration in support of Final Approval Motion; Revise Motion for Final Approval.	2.70	\$750.00	\$2,025.00
KN	04/08/2026	Review and revise draft declaration ISO motion; emails to Def and staff	1.00	\$950.00	\$950.00
KN	04/09/2026	Review and revise motion for final approval; revised proposed order; update approval chart; finalize billing; finalize motion documents; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
KN	04/09/2026	Review billing for accuracy; finalize lodestar and costs; memo to staff	0.60	\$950.00	\$570.00

Quantity Subtotal 312.55

Services Subtotal \$221,615.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/18/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	08/02/2023	LexisNexis	1.00	\$161.00	\$161.00
Expense	08/26/2023	Onelegal/Court Fees	1.00	\$17.04	\$17.04
Expense	08/30/2023	Onelegal/Court Fees	1.00	\$465.03	\$465.03
Expense	08/31/2023	KNOX filing and messenger service	1.00	\$138.75	\$138.75
Expense	09/01/2023	Lexis Nexis	1.00	\$253.00	\$253.00
Expense	09/13/2023	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	10/02/2023	LexisNexis	1.00	\$220.00	\$220.00
Expense	10/20/2023	OneLegal filing fee.	1.00	\$17.04	\$17.04
Expense	10/23/2023	OneLegal filing fee.	1.00	\$17.04	\$17.04
Expense	10/31/2023	Onelegal/Court Fees	1.00	\$17.04	\$17.04
Expense	11/03/2023	Court appearance fee.	1.00	\$28.00	\$28.00
Expense	11/15/2023	KNOX Filing and Messenger Service	1.00	\$155.05	\$155.05
Expense	11/15/2023	Onelegal/Court Fees	1.00	\$51.48	\$51.48

Expense	12/03/2023	LexisNexis	1.00	\$231.00	\$231.00
Expense	12/19/2023	OneLegal filing fee.	1.00	\$17.04	\$17.04
Expense	12/29/2023	Document retrieval fee.	1.00	\$2.35	\$2.35
Expense	12/29/2023	Document retrieval fee.	1.00	\$28.00	\$28.00
Expense	01/02/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	02/05/2024	LexisNexis	1.00	\$198.00	\$198.00
Expense	03/04/2024	LexisNexis	1.00	\$154.00	\$154.00
Expense	03/06/2024	OneLegal filing fee.	1.00	\$15.39	\$15.39
Expense	03/06/2024	OneLegal filing fee.	1.00	\$15.39	\$15.39
Expense	03/06/2024	OneLegal filing fee.	1.00	\$15.39	\$15.39
Expense	03/07/2024	OneLegal filing fee.	1.00	\$39.84	\$39.84
Expense	03/20/2024	Onelegal filing fee.	1.00	\$39.84	\$39.84
Expense	04/01/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	05/01/2024	LexisNexis	1.00	\$242.00	\$242.00
Expense	06/03/2024	Lexis Nexis	1.00	\$242.00	\$242.00
Expense	07/01/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	08/01/2024	LexisNexis	1.00	\$242.00	\$242.00
Expense	09/06/2024	Frank and Feder Mediation Fees.	1.00	\$11,000.00	\$11,000.00
Expense	09/10/2024	One Legal - Protective Order	1.00	\$15.39	\$15.39
Expense	09/11/2024	One Legal - Stipulation	1.00	\$39.84	\$39.84
Expense	09/16/2024	LexisNexis	1.00	\$242.00	\$242.00
Expense	09/30/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	11/01/2024	LexisNexis	1.00	\$154.00	\$154.00
Expense	11/07/2024	Berger Consulting Fees.	1.00	\$12,285.00	\$12,285.00
Expense	11/21/2024	One Legal Filing Fees	1.00	\$19.31	\$19.31
Expense	12/01/2024	LexisNexis	1.00	\$154.00	\$154.00
Expense	01/07/2025	One Legal Filing Fees	1.00	\$22.87	\$22.87
Expense	01/07/2025	One Legal Filing Fees	1.00	\$22.87	\$22.87
Expense	01/15/2025	Mediation Fees - JAMS - Judge Carl West	1.00	\$9,500.00	\$9,500.00
Expense	01/17/2025	Vcourt fee	1.00	\$35.00	\$35.00

Expense	02/06/2025	Expert Fees - Berger Consulting	1.00	\$1,845.00	\$1,845.00
Expense	06/26/2025	Onelegal filing fee	1.00	\$17.50	\$17.50
Expense	07/09/2025	Onelegal filing fee	1.00	\$23.63	\$23.63
Expense	07/09/2025	Onelegal filing fee	1.00	\$45.32	\$45.32
Expense	07/16/2025	Onelegal filing fee	1.00	\$17.50	\$17.50
Expense	07/21/2025	Appearance CMC	1.00	\$37.35	\$37.35
Expense	08/01/2025	Onelegal filing fee	1.00	\$23.63	\$23.63
Expense	08/14/2025	Onelegal filing fee	1.00	\$17.50	\$17.50
Expense	08/21/2025	Onelegal filing fee	1.00	\$23.63	\$23.63
Expense	10/07/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	10/08/2025	One legal filing charge - motion fee	1.00	\$86.62	\$86.62
Expense	10/08/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	11/05/2025	One Legal - Declaration iso MPA	1.00	\$23.63	\$23.63
Expense	11/13/2025	One Legal - Declaration iso MPA	1.00	\$23.63	\$23.63
Expense	12/06/2025	One legal filing charge	1.00	\$23.63	\$23.63
Expense	12/09/2025	One legal charge	1.00	\$61.95	\$61.95
Expenses Subtotal				\$39,976.51	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	62.0	\$895.00	\$55,490.00
Scott Blumenthal	18.8	\$450.00	\$8,460.00
Nicholas De Blouw	39.4	\$850.00	\$33,490.00
Ricardo Ehmann	16.5	\$675.00	\$11,137.50
Charlotte James	7.5	\$550.00	\$4,125.00
Christine LeVu	45.3	\$750.00	\$33,975.00
Piya Mukherjee	0.5	\$750.00	\$375.00
Kyle Nordrehaug	50.15	\$950.00	\$47,642.50
Victoria Rivapalacio	5.7	\$750.00	\$4,275.00
Andrew Ronan	15.9	\$550.00	\$8,745.00
Brooke Waldrop	2.4	\$750.00	\$1,800.00

Adolfo Sanchez Contreras	33.2	\$250.00	\$8,300.00
Yesenia Silva	15.2	\$250.00	\$3,800.00
Quantity Total			312.55
Subtotal			\$261,591.51
Total			\$261,591.51

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	05/09/2026	\$261,591.51	\$0.00	\$261,591.51
Outstanding Balance				\$261,591.51
Total Amount Outstanding				\$261,591.51

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT #5

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

ADAN CARDENAS, ANTHONY GRAY and
RYAN GIESBRECHT, individuals, on behalf
of themselves and on behalf of all persons
similarly situated, and on behalf of the State of
California, as private attorney general,

Plaintiff,

vs.

CRYSTAL CREAMERY, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: CV-23-003591

**DECLARATION OF ADAN CARDENAS
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: December 4, 2025
Hearing Time: 8:30 a.m.

Judge: Hon. John D. Freeland
Dept: 23

Date Filed: June 29, 2023
Trial Date: Not set

DECLARATION OF ADAN CARDENAS IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 I, Adan Cardenas, declare as follows:

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

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

7 3. During the class period I have worked as a Warehouse Coordinator for the Defendant
8 Crystal Creamery, Inc. ("Crystal Creamery") in California and during that time period I have been
9 classified by Defendant as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and PAGA representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another class member in this case. I am
14 not aware of any other pending matter or action asserting claims that will be extinguished or
15 adversely affected by this settlement.

16 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
17 because I felt that my legal rights as an employee and others like me were violated. I often had to
18 work though my meal periods or they were interrupted, and I had to keep a radio with me at all
19 times in case I was called back to work. Also, I was not compensated for all my time worked,
20 including time worked off-the-clock and unpaid overtime. In addition, I was forced to use my
21 personal cell phone for work related purposes without reimbursement.

22 6. I spoke to my attorneys several times and discussed how Defendants implemented their
23 company policies and procedures. I also assisted my attorneys in their investigation into my claims
24 by providing them documents and answering their questions. I reviewed the complaint before it
25 was filed and, after it was filed, I was given access to an electronic file sharing program that
26 alerted me via email when important documents were filed so that I could review them and keep
27 up with the developments in the case which I understood was one of my duties as a class

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DECLARATION OF ADAN CARDENAS IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 representative. I would also contact my attorneys from time to time if I had any questions about
2 the case.

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

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

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

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

24 11. A mediation took place on October 29, 2024, with qualified mediator Lynn Frank, Esq.,
25 but the Parties were unable to resolve the case.

26 12. A second mediation was held on February 5, 2025, with Hon. Carl J. West (Ret.), during
27 which the parties were able to come to an agreement to settle the action based on a mediator's

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DECLARATION OF ADAN CARDENAS IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 proposal. I communicated with my attorneys regarding the terms of the settlement which was
2 reached between the parties and understood that I was representing absent class members and
3 therefore wanted the best possible result to be obtained for the class members and I believe a very
4 positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of
5 Understanding on February 14, 2025.

6 13. I have been actively involved with this lawsuit performing the duties described above.
7 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
8 filings, and spent a significant amount of time on the issues presented during the lawsuit and in the
9 settlement process. I estimate that I spent approximately 30-40 hours working on this case up
10 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
11 and a proposed class representative to date, and will continue to do so. I have and always will
12 maintain the best interest of the class members.

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

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

24 16. As part of the settlement it was necessary for me to sign a general release of all claims I
25 may have against Defendants. I believe the Class Representative Service Payment I have requested
26 provides me with some compensation for this agreed release.

27 17. In light of all the time and effort I have spent on this case, the risk I undertook by suing my

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DECLARATION OF ADAN CARDENAS IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 employer, the exposure to being responsible for paying Defendants' costs in the event we did not
2 win the case, the reputational risk that future employers may hold this lawsuit against me, the
3 general release and in light of the size of the settlement, I believe the request for \$15,000 as a
4 Class Representative service payment is fair and reasonable.

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DECLARATION OF ADAN CARDENAS IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

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

3
4 Executed on 10 / 07 / 2025, at Modesto CA.
5 (city, state)

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Adan Cardenas

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DECLARATION OF ADAN CARDENAS IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

EXHIBIT #6

MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
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Dalia Khalili (SBN 253840)
Email: dkhalili@maternlawgroup.com
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Attorneys for Plaintiff
ANTHONY GRAY and RYAN GIESBRECHT,
individually and on behalf of all others similarly
situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

ADAN CARDENAS, ANTHONY GRAY and
RYAN GIESBRECHT, individuals, on behalf
of themselves and on behalf of all persons
similarly situated, and on behalf of the State of
California, as private attorney general

Plaintiff,

vs.

CRYSTAL CREAMERY, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-23-003591 [Consolidated
with CV-23-004915 and CV-23- 006174]

CLASS ACTION

**DECLARATION OF PLAINTIFF
ANTHONY GRAY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint Filed: October 20, 2023
Trial Date: Not Set

DECLARATION OF ANTHONY GRAY

I, ANTHONY GRAY, hereby declare as follows:

1. I am the named plaintiff in the above-entitled action. I make this declaration on the basis of personal firsthand knowledge, except as to those matters stated on information and belief. If called as a witness, I could and would readily and competently testify to all matters stated within.

2. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3. I worked for Defendant Foster Dairy Farms dba Crystal Creamery, ("Foster Dairy Farms" or "Defendant") as an hourly non-exempt employee from February 2022 to August 2022 as an Operator.

4. I have spent approximately 10 hours on the case, including but not limited to intake and sign up interviews, meetings with my attorneys, producing relevant documents and information, responding to questions from my attorneys, participating in settlement negotiations, and reviewing the settlement agreement.

5. I fully realized the risks I would be taking by pursuing this class action as a named plaintiff and proposed class representative. I knew that future employers might conduct a background check on me or otherwise find out about my participation in the lawsuit against a previous employer and might retaliate against me as a result. I also knew that, as a class representative, I would be bearing risks that the absent class members would not be facing.

6. I also knew that I placed myself at a substantial risk because if Defendant were to prevail in this action, I could have been liable for Defendant's litigation costs. Despite this, I felt so strongly about standing up for the rights of Defendant's employees that I initiated and participated fully in this lawsuit.

7. From the time I became a class representative, I took an active role in participating in decisions about the case, including decisions concerning settlement. I maintained regular contact with my attorneys throughout the litigation to provide them additional information and to keep myself informed of the developments in the case. I made sure that I understood everything that

1 was going on in the litigation so I could make the best informed decisions on behalf of the class
2 and myself.

3 8. As part of the Class Action and PAGA Settlement Agreement, I am releasing my
4 individual wage and hour claims against Defendant and waiving my rights under Civil Code § 1542
5 as to any and all claims against Defendant. I believe that I should receive an enhancement award,
6 in part, because this is a more comprehensive release than the release that is applicable to the other
7 class members.

8 9. I believe that the requested \$15,000.00 Class Representative Service Payment for
9 serving as a class representative is reasonable given the substantial time and effort I have expended
10 on behalf of the class and the risks I faced in serving as a named plaintiff and proposed class
11 representative. Because I put myself on the line, each class member did not have to expend his or
12 her own time and resources to pursue legal remedies individually. This action would not have been
13 possible without my active participation and my willingness to place myself at risk for the sake of
14 the other class members.

15 10. I know that without my efforts, this lawsuit would not have been brought on behalf
16 of other nonexempt employees of Defendant. Throughout the entire litigation, I did the best that I
17 could to represent the class and to look out for their interests.

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

20 Executed on 11/5/25 at Modesto, California.

21 
22 Anthony Gray (Nov 5, 2025 10:10:08 PST)

23 ANTHONY GRAY
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EXHIBIT #7

MATERN LAW GROUP, PC
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Attorneys for Plaintiff
ANTHONY GRAY and RYAN GIESBRECHT,
individually and on behalf of all others similarly
situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

ADAN CARDENAS, ANTHONY GRAY and
RYAN GIESBRECHT, individuals, on behalf
of themselves and on behalf of all persons
similarly situated, and on behalf of the State of
California, as private attorney general

Plaintiff,

vs.

CRYSTAL CREAMERY, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-23-003591 [Consolidated
with CV-23-004915 and CV-23- 006174]

CLASS ACTION

**DECLARATION OF PLAINTIFF RYAN
GIESBRECHT IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint Filed: October 20, 2023
Trial Date: Not Set

DECLARATION OF RYAN GIESBRECHT

I, RYAN GIESBRECHT, hereby declare as follows:

1. I am the named plaintiff in the above-entitled action. I make this declaration on the basis of personal firsthand knowledge, except as to those matters stated on information and belief. If called as a witness, I could and would readily and competently testify to all matters stated within.

2. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3. I worked for Defendant Foster Dairy Farms dba Crystal Creamery, ("Foster Dairy Farms" or "Defendant") as an hourly non-exempt employee from June 2021 to July 2022 as a Tanker Loadout.

4. I have spent approximately 12 hours on the case, including but not limited to intake and sign up interviews, meetings with my attorneys, producing relevant documents and information, responding to questions from my attorneys, participating in settlement negotiations, and reviewing the settlement agreement.

5. I fully realized the risks I would be taking by pursuing this class action as a named plaintiff and proposed class representative. I knew that future employers might conduct a background check on me or otherwise find out about my participation in the lawsuit against a previous employer and might retaliate against me as a result. I also knew that, as a class representative, I would be bearing risks that the absent class members would not be facing.

6. I also knew that I placed myself at a substantial risk because if Defendant were to prevail in this action, I could have been liable for Defendant's litigation costs. Despite this, I felt so strongly about standing up for the rights of Defendant's employees that I initiated and participated fully in this lawsuit.

7. From the time I became a class representative, I took an active role in participating in decisions about the case, including decisions concerning settlement. I maintained regular contact with my attorneys throughout the litigation to provide them additional information and to keep myself informed of the developments in the case. I made sure that I understood everything that

1 was going on in the litigation so I could make the best informed decisions on behalf of the class
2 and myself.

3 8. As part of the Class Action and PAGA Settlement Agreement, I am releasing my
4 individual wage and hour claims against Defendant and waiving my rights under Civil Code § 1542
5 as to any and all claims against Defendant. I believe that I should receive an enhancement award,
6 in part, because this is a more comprehensive release than the release that is applicable to the other
7 class members.

8 9. I believe that the requested \$15,000.00 Class Representative Service Payment for
9 serving as a class representative is reasonable given the substantial time and effort I have expended
10 on behalf of the class and the risks I faced in serving as a named plaintiff and proposed class
11 representative. Because I put myself on the line, each class member did not have to expend his or
12 her own time and resources to pursue legal remedies individually. This action would not have been
13 possible without my active participation and my willingness to place myself at risk for the sake of
14 the other class members.

15 10. I know that without my efforts, this lawsuit would not have been brought on behalf
16 of other nonexempt employees of Defendant. Throughout the entire litigation, I did the best that I
17 could to represent the class and to look out for their interests.

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

20 Executed on 10/2/25 at Atwater, California.

21 Ryan Giesbrecht

22 Ryan Giesbrecht (Oct 2, 2025 15:06:12 PDT)

23 RYAN GIESBRECHT
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