

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ROGEBERTO BENITEZ, an individual, on
behalf of himself and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

HYATT CORPORATION, a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE No. **37-2023-00028524-CU-OE-CTL**

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

Hearing Date: January 31, 2025

Hearing Time: 9:30 a.m.

*[Hearing scheduled by Order dated September 6,
2024]*

Judge: Hon. Marcella O. McLaughlin

Dept.: 72

Date Action Filed: July 7, 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 Rogeberto Benitez ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

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

25
26 3. Summary of the Proposed Settlement.

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

1 Corporation (“Defendant”) reached a full and final settlement of the above-captioned action, which is
2 embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the
3 Gross Settlement Amount to be paid by Defendant is Seven Hundred Sixty Thousand Dollars (\$760,000)
4 (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the
5 following elements: (1) payment of the Individual Class Payments to the Participating Class Members;
6 (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration
7 Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and (5) the PAGA
8 Penalties. (Agreement at ¶ 3.1.)

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

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

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

27 (e) Class Members were sent the Court approved Class Notice using the procedure approved
28 by the Court by mailing the notice packets after updating class members’ addresses using the National

1 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
2 to any forwarding address provided or updated address located. Declaration of Nick Castro ("Castro
3 Decl.") ¶¶ 3-7. Class Members were provided with the opportunity to exclude themselves or "opt out"
4 if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Castro Decl. ¶ 7, Exh.
5 A. Significantly, there have been no objections and no requests to opt-out. Castro Decl. ¶¶ 11-12. As such,
6 the entire Class (100.00%) will participate in the Settlement and will be sent a settlement check. *See*
7 Castro Decl. at ¶¶ 13-14. All Aggrieved Employees, including those who submit an opt-out request, will
8 still be paid their allocation of the PAGA Penalties and will remain subject to the release of the PAGA
9 Released Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 8.5(d)) Finally, the
10 Notice advised the Class Members of their right to object to the Settlement and/or dispute their
11 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

12 (f) A Participating Class Member must cash his or her Individual Class Payment check within
13 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
14 be voided and any funds represented by such checks sent to the California Controller's Unclaimed
15 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
16 requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

17 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
18 at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement administration
19 in an amount not to exceed 11,000. (Agreement at ¶ 3.2(c).) As set forth in the Castro Decl. at ¶ 17, the
20 Administration Expenses Payment, including fees and costs incurred to-date, as well as anticipated fees
21 and costs for completion of the settlement administration, are \$9,950.

22 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
23 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
24 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
25 Litigation Expenses Payment in an amount not to exceed \$30,000. (Agreement at ¶ 3.2(b).) Subject to
26 Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff as the
27 Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this separate motion for
28 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary

1 support, for these requests, including lodestar.

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

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
12 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
13 is “fair, adequate, and reasonable.” (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
14 at \$760,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
15 liability and class certification in this case were far from certain in light of the defenses asserted by
16 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
17 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
18 reasonable and adequate, and should be finally approved.

19
20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
21 dated September 6, 2024 ("Preliminary Approval Order"), the approved Class Notice has been
22 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
23 On October 30, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members,
24 which provided each class member with the terms of the Settlement, including notice of the claims at
25 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that
26 were being sought, how individual settlement awards would be calculated, and the specific, estimated
27 payment amount to that individual. Castro Decl., ¶ 7, Exh. A. In disseminating the notice, the
28 Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order.

1 Significantly, there have been no objections and no requests to opt-out. Castro Decl. ¶¶11-12. As such,
2 the entire Class (100.00%) will participate in the Settlement and will be sent a settlement check. *See*
3 Castro Decl. at ¶¶ 14-15

4
5 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
6 Class Members were not properly paid all overtime wages for hours worked and at the correct rate, were
7 not provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
8 for required expenses, were not provided accurate itemized wage statements, were not paid all gratuities
9 owed, and were not paid all wages at the time of termination. The Action seeks unpaid wages, penalties,
10 attorney fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiff
11 and the other Class Members by virtue of the foregoing claims.

12
13 6. Procedural History of the Litigation

14 (a) On June 8, 2023, Plaintiff filed with the LWDA and served on Defendant a notice under
15 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
16 behalf of Aggrieved Employees for various Labor Code violations.

17 (b) On July 7, 2023, Plaintiff filed a class action Complaint against Defendant in the Superior
18 Court of the State of California, County of San Diego. This class action Complaint asserted class claims
19 against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2)
20 failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3)
21 failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to
22 provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide
23 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate
24 itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees
25 for required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when
26 due in violation of California Labor Code §§ 201, 202 and 203; (9) failure to pay sick pay wages in
27 violation of California Labor Code §§ 201-204, 233, and 246; and, (10) failure to provide gratuities in
28 violation of California Labor § 351. On October 11, 2023, Plaintiff filed a separate Representative

1 Action Complaint against Defendant (the "PAGA Action") which asserted one cause of action against
2 Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§
3 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 227.3, 246, 510, 512, 558(a)(1), 1194, 1197, 1197.1,
4 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California
5 Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the Applicable Wage
6 Orders.

7 (c) As part of this Agreement, the Parties stipulate to the filing of a First Amended Class and
8 Representative Action Complaint in the Class Action that adds the claims, allegations, and parties
9 originally in the PAGA Action, and subsequently dismiss the separate PAGA Action without prejudice.
10 The First Amended Class and Representative Action Complaint is the operative complaint in the Action
11 (the "Operative Complaint"), and was filed on June 14, 2024.

12 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
13 including informal discovery and the production of documents, class data, and other information,
14 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The
15 information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) payroll data
16 and time punch data for the Class covering 546 employees, 117,240 shifts and 29,464 workweeks; (3)
17 Defendant's wage and hour policies; (4) the employment files for the Plaintiff; and, (5) samples of wage
18 statements provided by Defendant. As such, Class Counsel received the data and information for the
19 Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the Class.

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

26 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation.
27 Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and
28 information in connection with the Action. On March 15, 2024, the Parties participated in an all-day

1 mediation presided over by David Rotman, a respected and experienced mediator of wage and hour class
2 actions. Following the mediation, the Parties agreed to settle the Action based upon a mediator's proposal
3 which was memorialized in the form of a Memorandum of Understanding. The Parties then negotiated
4 the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's
5 length and contentious.

6 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of
7 any kind associated with the claims alleged in the Action and further denies that, for any purpose other
8 than settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
9 among other things, that it has complied at all times with the California Labor Code, applicable Wage
10 Order, and all other laws and regulations. Further, Defendant contends that class certification is
11 inappropriate for any reason other than for settlement. Plaintiff contends that Defendant violated
12 California wage and hour laws. Plaintiff further contends that the Action is appropriate for class
13 certification on the basis that the claims meet the requisites for class certification. Without admitting that
14 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
15 purposes only. (Agreement at ¶ 2.11.) The Parties agree that certification for settlement purposes is not
16 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
17 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
18 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
19 with respect to the Class are satisfied.

20 (h) Class Counsel has conducted an investigation into the facts of the class action. Informal
21 discovery was obtained, which included the production of relevant documents and data. Class Counsel
22 engaged in a thorough review and analysis of the relevant documents and data with the assistance of an
23 expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
24 information to make an informed judgment regarding the likelihood of success on the merits and the
25 results that could be obtained through further litigation. In addition, Class Counsel previously negotiated
26 settlements with other employers in actions involving nearly identical issues and analogous defenses.
27 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
28 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,

1 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
2 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
3 appellate issues.

4
5 7. History of Settlement Discussions

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

12 (b) The Parties attended an arms-length mediation session with David Rotman, Esq., an
13 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation for
14 the mediation, Defendant provided to Plaintiff and Class Counsel payroll and employment data and other
15 information regarding the Class Members, various internal documents, and other compensation and
16 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
17 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following this all-day
18 mediation, the Parties agreed to this Settlement based upon a mediator's proposal.

19 (c) From April 2024 to July 2024, the settlement agreement and exhibits thereto were
20 finalized and executed. On September 6, 2024, the Court granted the Motion for Preliminary Approval
21 and entered the Order that same date, granting preliminary approved of the settlement as fair and
22 reasonable to the Class.

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

25
26 8. The outcome of this case would have been uncertain and fraught with risks.

27 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of
28 the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with

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

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

27 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further
28 litigation cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the

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

13 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
14 defenses to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary
15 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
16 favorably to the value of the claims. Based upon 588 Participating Class Members who collectively
17 worked 38,286 Workweeks, which were the estimated class figures at mediation, the Gross Settlement
18 Amount provides a value of \$1,292 per Class Member and \$19.85 per Workweek and after deductions,
19 the Net Settlement Amount provides an average recovery of \$742.71 per Class Member and a recovery
20 of \$11.40 per Workweek. The calculations to compensate for the amount due for the Class at the time
21 of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose
22 claims are at issue in this Action, Plaintiff used the expert to analyze the data and determine the potential
23 unpaid wages for the employees. The maximum potential damages were calculated to be \$786,694 for
24 the alleged unpaid wages for off-the-clock work at one hour per week, \$18,815 for the alleged unpaid sick
25 pay due to the alleged miscalculation of the result rate, \$1,102,261 for alleged meal period damages based
26 upon a 38.6% potential violation rate for all shifts worked observed in the time records and after
27 deduction for meal premiums paid by Defendant, \$1,078,744 for alleged rest period damages based upon
28 the same 38.6% potential violation rate for shifts worked and after deduction for rest premiums paid by

1 Defendant, \$40,425 for alleged unreimbursed cell-phone expenses at \$5 per month. As a result, the total
2 damage valuation was calculated that Defendant were subject to a maximum damage claim in the amount
3 of \$3,026,938. As to potential penalties, Plaintiff calculated that potential waiting time penalties were
4 a maximum of between \$674,554 and \$1,532,659, and potential maximum wage statement penalties were
5 \$568,400.¹ Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently,
6 the Gross Settlement Amount of \$760,000 represents more than 25% of the maximum value of the
7 alleged damages at issue in this case at the time this Settlement was negotiated.² Importantly, the recent
8 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
9 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement
10 penalties, even if wages were owed to the Class. The above maximum calculations should then be
11 realistically risk adjusted in consideration for both the risk of class certification and the risk of
12 establishing class-wide liability on all claims. Given the amount of the settlement as compared to the
13 potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair and
14 reasonable.³ Clearly, the goal of this litigation has been met.

15 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a
16

17
18 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code §§ 203 and 226, these
19 claims were subject to additional, separate defenses asserted by Defendant, including, a good faith
20 dispute defense as to whether any premium wages for meal or rest periods or other wages were owed
21 given Defendant's position that Class Members were properly compensated. *See Nordstrom*
Commission Cases, 186 Cal.App.4th 576, 584 (2010) ("There is no willful failure to pay wages if the
22 employer and employee have a good faith dispute as to whether and when the wages were due.").

23 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included the
24 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
25 Declaration of Kyle Nordrehaug at ¶ 33 filed in support of the motion for preliminary approval.

26 ³ *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
27 approving settlement which represented "roughly one-sixth of the potential recovery"; *Stovall-Gusman*
28 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
where "the proposed Total Settlement Amount represents 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 verdict 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 full verdict value).

1 significant recovery, particularly when viewed in light of the fact that the Defendant asserted serious and
2 substantial defenses both to liability and to class certification. The maximum and average Class Member
3 allocation (in addition to their Individual PAGA Payment) are \$2,840.27 and \$742.72, respectively. *See*
4 Castro Decl. ¶15. Given the complexities of this case, the defenses, along with the uncertainties of proof
5 and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

11
12 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

15 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
16 fund settlement to be paid by Defendant to the Class in the amount of Seven Hundred Sixty Thousand
17 Dollars (\$760,000) (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an
18 award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel
19 Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of
20 the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

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

28 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be

1 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
2 counsel for each of the parties as part of the Settlement.

3
4 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
5 Created for the Benefit of the Class

6 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-
7 third of the Gross Settlement Amount of \$760,000, which equals \$253,333 for attorneys' fees. As part
8 of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
9 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$30,000. Finally,
10 Defendant also agreed that Plaintiff can be awarded Class Representative Service Payment in the amount
11 of 10,000, as his service award under the Agreement.

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

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

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

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

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

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

24 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type
25 of litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
26 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
27 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
28 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class

1 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
2 Counsel advanced more than \$25,000 in costs which could not have been recovered if this case had been
3 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiff also
4 undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other potential
5 negative financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the
6 contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiff also support the
7 requested awards.

8 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
9 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
10 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$253,333 is
11 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
12 **records for Class Counsel evidence that through January 6, 2025, Class Counsel's total lodestar**
13 **is \$207,631.25, with additional fees still to be incurred to complete final approval and the settlement**
14 **process. Exhibit #3.** The requested fee award is therefore currently equivalent to Class Counsel's total
15 lodestar with a reasonable multiplier of 1.2, and there will be additional lodestar incurred by Class
16 Counsel to complete the settlement process and manage the settlement distribution and reports. Such a
17 multiplier is below the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴ As
18 evidenced by the billing, Class Counsel's work was efficiently performed and highly successful, and
19 Class Counsel should not be punished for efficient and successful litigation. As a result, this Court may
20 conclude that the requested award is fair and reasonable and is justified under California law.

21 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative

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

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

7 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
8 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
9 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
10 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
11 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
12 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
13 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
14 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
15 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
16 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
17 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
18 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
19 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company*
20 (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee
21 award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases*
22 (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award
23 in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco
24 Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
25 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles
26 Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a
27 wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento
28 Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award

1 in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of*
2 *California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
3 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
4 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
5 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
6 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
7 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
8 settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior
9 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
10 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
11 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
12 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
13 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
14 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
15 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
16 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
17 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
18 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
19 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
20 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
21 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
22 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
23 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
24 a wage and hour class settlement.

25 12. **The contemporaneous billing records for Class Counsel evidence that through**
26 **January 6, 2025, Class Counsel's total lodestar is \$207,631.25, with additional fees still to be**
27 **incurred to complete final approval and the settlement process.** From May 23, 2023 to January 6,
28 2025, my firm worked on this matter for over 305 hours, with hourly rates for attorneys ranging from

1 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$207,631.25. The
2 requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable
3 multiplier of 1.2, and there will be additional lodestar incurred by Class Counsel to complete the
4 settlement process and manage the settlement distribution and reports. A detailed breakdown of the total
5 fees and the services performed by the firm on this case is set forth in my firm's billing statement for this
6 matter, a true and correct of which is attached hereto as Exhibit #3. In addition, Class Counsel will be
7 performing significant additional work that is not included in this lodestar amount, including finalizing
8 the final approval motion, attending the hearing on final approval, and monitoring completion of the
9 settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm.
10 The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
11 community for similar work and, if this were a commercial matter, these are the charges that would be
12 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
13 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
14 Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
15 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
16 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
17 line with those prevailing in the [relevant] community'—the Central District of California". Finally, the
18 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the
19 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
20 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.
21 LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and
22 "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other
23 firms practicing in the Southern District of California.) This survey is useful to show that Class
24 Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of
25 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
26 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
27 counsel in many cases prosecuted by Class Counsel, in years past charged rates as high as \$875 for
28

1 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
2 cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
3 the rates charged by Class Counsel for comparable work are less than these examples, and are therefore
4 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
5 the currently lodestar incurred, and will be a lower multiplier by the completion of the settlement. The
6 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

7
8 Litigation Expenses

9 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
10 Counsel Litigation Expenses Payment of not more than \$30,000.” Class Counsel have incurred
11 \$25,090.45 based upon counsel’s billing records. Class Counsel, therefore, requests reimbursement for
12 litigation expenses in the amount of \$25,090.45. These litigation expenses include the expenses incurred
13 for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service charges
14 (Knox, OneLegal), and research charges (LexisNexis), all of which are costs normally billed to and paid
15 by the client. The details of the litigation expenses incurred are set forth in Exhibit #3. These costs were
16 reasonably incurred in the prosecution of the Action.

17
18 Service Award

19 14. For his service as the only class representative, Plaintiff should be awarded the agreed
20 service award of \$10,000 in accordance with the Agreement for his time, risk and effort expended on
21 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
22 payment and there have been no objections to the requested service award. Plaintiff’s declaration in
23 support of this request is attached hereto as Exhibit #5. As the sole representative of the Class, Plaintiff
24 performed his duties to the Class admirably and without exception. Plaintiff worked extensively with
25 Class Counsel during the course of the litigation, responding to numerous requests, searching for
26 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
27 Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond the
28

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

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

1 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
2 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
3 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
4 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
5 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
6 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
7 (awarding \$10,000 service award).

8 15. The requested service award is also reasonable in light of the reputational risk that Plaintiff
9 assumed in bringing this action against his former employer. Plaintiff put his future employment
10 prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on
11 the internet and may become known to prospective employers when evaluating" them for employment.
12 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
13 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
14 other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows
15 employers to run extensive background searches on potential employees. Companies who provide these
16 services specifically highlight the fact that their services allows employers to weed out litigious
17 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
18 prospective employee is likely to sue" the employer, through background checks and other means, to
19 screen out these employees.⁵ Onicra Credit Rating Agency states: "Background screening has become
20 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
21 employers simply cannot afford to hire employees who will put their company at risk."⁶ PreciseHire also
22 offers employment screening and similarly warns: "with today's business climate being extremely
23 competitive and highly litigious, conducting pre employment background checks has become a
24
25

26
27 ⁵ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

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

1 necessity.”⁷

2 16. As a result, Class Counsel respectfully requests approval of the application for award of
3 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
4 expenses in the amount of \$25,090.45 and approval of the requested service award to the Plaintiff.

5 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
6 The Class Counsel Fees Payment awarded shall be allocated 75% to Blumenthal Nordrehaug
7 Bhowmik De Blouw LLP and 25% to The Gomez Law Firm.

8
9 I declare under penalty of perjury under the laws of the State of California that the foregoing is
10 true and correct. Executed this 6th day of January, 2025, at San Diego, California.

11 /s/ Norman Blumenthal
12 NORMAN B. BLUMENTHAL
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameritrust, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; 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); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz 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 Lonia, 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 America, 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. Lemoore 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. Maplebear 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. Culinary 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 Overnight 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; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435; Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Rogeberto Benitez (“Plaintiff”) and defendant Hyatt Corporation (“Defendant”). The Agreement refers to Plaintiff 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” collectively means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned: (1) *Rogeberto Benitez v. Hyatt Corporation*, Case No. 37-2023-00028524-CU-OE-CTL, initiated on July 7, 2023 and pending in Superior Court of the State of California, County of San Diego; and (2) *Rogeberto Benitez v. Hyatt Corporation*, Case No. 37-2023-00044239-CU-OE-CTL, initiated on October 11, 2023 and pending in Superior Court of the State of California, County of San Diego.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant at the La Jolla, California Hyatt location in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in California at the La Jolla, California Hyatt location and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”), and Emilia Arutunian of The Gomez Law Firm (“GLF”).

- 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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from July 7, 2019 through the date of preliminary approval of this settlement, or July 5, 2024, whichever is earlier.
- 1.14. “Class Representative” means the named Plaintiff 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 Plaintiff as Class Representative 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 Plaintiff.

- 1.16. “Court” means the Superior Court of California, County of San Diego.
- 1.17. “Defendant” means Hyatt Corporation.
- 1.18. “Defense Counsel means Brian P. Long, Michael Afar, and Sofya Perelshteyn of Seyfarth Shaw LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the 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 Seven Hundred Sixty Thousand Dollars (\$760,000) 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 June 8, 2022 through the date of preliminary approval of this settlement, or July 5, 2024, whichever is earlier.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s June 8, 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 (\$20,000) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Rogeberto Benitez, the named plaintiff 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 any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that are based on the facts stated in the Operative Complaint which occurred during the Class Period and for any and all claims that were raised or could have been raised based on the factual allegations made in the Operative Complaint that occurred during the Class Period. This includes claims for (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code § 510; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (9) Failure to Pay Sick Pay Wages in Violation of Cal. Lab. Code §§ 201-204, 233, 246; and (10) Failure to Provide Gratuities in Violation of Cal. Lab. Code § 351. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period.

1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. This includes claims for PAGA penalties based on underlying claims for (1) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (2) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code § 510; (3) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (4) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Pay Sick Pay Wages in Violation of Cal. Lab. Code §§ 201-204, 233, 246; (9) Failure to Provide Gratuities in Violation of Cal. Lab. Code § 351; (10) Failure to Pay All Vested Vacation Time in Violation of Cal. Lab. Code § 227.3; and (11) Failure to Provide Suitable Seating. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker’s compensation, and PAGA claims outside of the PAGA Period.

- 1.40. “Released Parties” means Defendant and each of its former and present subsidiaries and owners (including IQHQ-Aventine Hotel, LLC), and all of their respective officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, consultants, shareholders, joint ventures, successors, and assigns and any other persons acting by, through, under or in concert with any of them.
- 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 forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit 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

The Class Action

- 2.1. On July 7, 2023, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Diego (the “Class Action”). Plaintiff’s Class Action 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;
 - (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202

- and 203;
- (i) Failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246; and,
 - (j) Failed to provide gratuities in violation of California Labor Code § 351

2.2. On September 12, 2023, Defendant filed an Answer to Plaintiff's Class Action complaint, asserting thirty-seven (37) affirmative defenses.

2.3. On September 14, 2023, Defendant removed Plaintiff's Class Action to the United States District Court for the Southern District of California.

2.4. On October 13, 2023, Plaintiff filed a Motion to Remand the Class Action to state court, which the Court granted on March 21, 2024.

The PAGA Action

2.5. On October 11, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant (the "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 227.3, 246, 510, 512, 558(a)(1), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

2.6. On January 4, 2024, Defendant filed an Answer to Plaintiff's Representative Action complaint, asserting twenty-nine (29) affirmative defenses.

Pleading Amendment

2.7. As part of this Agreement, the Parties stipulate to the filing of a First Amended Class and Representative Action Complaint in the Class Action that adds the claims, allegations, and parties originally in the PAGA Action, and subsequently dismiss the separate PAGA Action without prejudice. The First Amended Class and Representative Action Complaint shall be the operative complaint in the Action (the "Operative Complaint"), which was filed on June 14, 2024.

2.8. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

Mediation and Settlement

2.9. On March 15, 2024, the Parties participated in an all-day mediation presided over by David Rotman, Esq., a respected mediator of wage and hour representative and class

actions. Following the mediation, each side, represented by its respective counsel, was 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.

- 2.10. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). In particular, Defendant produced electronic time records, pay records, and attestation response records for the Class, as well as relevant company policies and Plaintiff's individual files.
- 2.11. 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 Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff 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.
- 2.12. 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 \$760,000 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. The Gross Settlement Amount is a material term of this Agreement. Except as set forth in Paragraph 9, to the extent Plaintiff or the Court seeks to require Defendant to pay more than the Gross Settlement Amount as part of this Settlement or Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement or Agreement.

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 Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff 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. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. The Court's approval of the Class Representative Service Payment is not a material term of the Settlement or this Agreement. If the Court does not approve or approves only a lesser amount than that requested by Class Counsel for the Class Representative Service Payment, the other terms of the Settlement and this Agreement shall apply. The Court's refusal to approve the Class Representative Service Payment requested by Class Counsel does not give either the Class Representative or Class Counsel any basis to abrogate the Settlement or this Agreement.
- (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 \$253,333, and a Class Counsel Litigation Expenses Payment of not more than \$30,000. Class Counsel Fees shall be apportioned to Class Counsel as follows: 75% to BNBD and 25% to GLF. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. The Court's approval of a Class Counsel Fees Payment or Class

Counsel Litigation Expenses Payment is not a material term of the Settlement or this Agreement. If the Court does not approve or approves only a lesser amount than that requested by Class Counsel, the other terms of the Settlement and this Agreement shall still apply. The Court's refusal to approve the payments requested by Class Counsel does not give the Class Representative, the Class Members, or Class Counsel any basis to abrogate the Settlement or this Agreement.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$11,000 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 \$11,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
 - iii. The Court's reduction or increase of the PAGA Penalties amount is not a material term of the Settlement or this Agreement. If the Court approves only a lesser amount or a higher amount than that requested by Class Counsel, the other terms of the Settlement and this Agreement shall apply. The Court's reduction or increase of the PAGA Penalties portion requested by Class Counsel does not give the Class Representative or Class Counsel any basis to abrogate the Settlement or this Agreement. However, the Court's approval of a PAGA Penalties amount, including the LWDA PAGA Payment, is a material term of the Settlement or this Agreement. If the Court does not approve a PAGA Penalties amount set forth in this Agreement, then the PAGA Penalties amount shall be made in the amount required by the Court. If the Court requires the PAGA Penalties to be higher than as stated in this Agreement, the additional funds for the PAGA Penalties shall be taken from the Gross Settlement Amount.

Thus, the Gross Settlement Amount shall not be increased in the Court requires a larger amount for this term.

- (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.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 546 Class Members who collectively worked a total of 31,931 Workweeks from July 7, 2019 through March 4, 2024 (the "Certified Workweek Amount"), and 312 Aggrieved Employees who worked a total of 6,442 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best

efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) 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. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose

original check was lost or misplaced, requested by the Class Member prior to the void date.

- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
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, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiff's Release. Plaintiff 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, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's 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. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.
- (a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:
- A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, 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 executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, 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. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of

the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 the purposes of calculating payroll tax withholdings and providing reports to the 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) 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, whichever 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. 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, and employee ID number or social security 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 of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline 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.
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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 providing the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and 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 data to Plaintiff and figures from that data as to the Certified Workweek Amount as set forth in paragraph 4.1 above. If the actual number of Workweeks

for all Class Members during the time period from July 7, 2019 through March 4, 2024 should exceed the Certified Workweek Amount by more than 10%, the Gross Settlement Amount will be increased by the percentage difference between the Certified Workweek Amount and the actual number of Workweeks that accrued for all Class Members during time period from July 7, 2019 through March 4, 2024, unless Defendant reduces the Workweek count by stipulating to close the Workweek count and the release period sooner than stated above. The intent of “stipulating to close the workweek count and the release period sooner than stated above” means backing up the Class Period end date of July 5, 2024 that is stated above to a date when the Certified Workweek Amount does not exceed 31,931 by more than 10% (i.e., less than 35,125).

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment

shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

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

13. ADDITIONAL PROVISIONS

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

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

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

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

13.4. 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 Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator first and then the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor 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, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first 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 Plaintiff 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:

Brian P. Long
Seyfarth Shaw LLP
601 South Figueroa Street, Suite 3300
Los Angeles, California 90017-5793
Tel.: (213) 270-9600
Fax: (213) 270-9601
E-Mail: bplong@seyfarth.com

Michael Afar
Seyfarth Shaw LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067
Tel.: (310) 277-7200
Fax: (310) 201-5219
E-Mail: mafar@seyfarth.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the a period of not less than one (1) year starting from the date of the signing of the Memorandum of Understanding 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: Jul 10, 2024



Rogeberto Benitez (Jul 10, 2024 11:17 PDT)

Plaintiff Rogeberto Benitez

Dated: _____

_____[name]
For Defendant Hyatt Corporation

Michael Afar
Seyfarth Shaw LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067
Tel.: (310) 277-7200
Fax: (310) 201-5219
E-Mail: mafar@seyfarth.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the a period of not less than one (1) year starting from the date of the signing of the Memorandum of Understanding 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: _____
Plaintiff Rogeberto Benitez

Dated: 7/30/2024

Susan Santiago [name]
For Defendant Hyatt Corporation

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

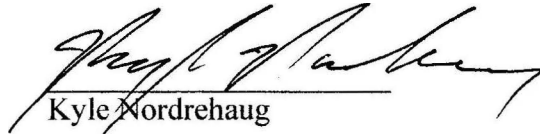
Emilia Arutunian
The Gomez Law Firm
Attorney for Plaintiff

Dated: 07/30/2024



Brian P. Long
Michael Afar
Seyfarth Shaw LLP
Attorney for Defendant

Dated: July 10, 2024



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: Jul 10, 2024

Emilia Arutunian

Emilia Arutunian
The Gomez Law Firm
Attorney for Plaintiff

Dated: _____

Brian P. Long
Michael Afar
Seyfarth Shaw LLP
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Benitez v. Hyatt Corporation, Superior Court of the State of California,
County of San Diego, Case No. 37-2023-00028524-CU-OE-CTL***

***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 a consolidated employee class action lawsuit (“Action”) against Defendant Hyatt Corporation (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiff Rogeberto Benitez (“Plaintiff”) and seeks payment of (1) wages and other relief for a Class of all individuals who were employed by Defendant in California at the La Jolla, California Hyatt location and classified as a non-exempt employee at any time during the Class Period (July 7, 2019 through July 5, 2024) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant at the La Jolla, California Hyatt location in California and classified as a non-exempt employee at any time during the PAGA Period (June 8, 2022 through July 5, 2024) (“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 Plaintiff and Plaintiff's 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 ____.	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 _____	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 Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff 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 San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 72 before Judge Marcella O. McLaughlin. 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, by telephone 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 _____. 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 San Diego (the “Court”), has been reached between Plaintiff 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 were employed by Defendant in California at the La Jolla, California Hyatt location and classified as a non-exempt employee at any time during the Class Period (July 7, 2019 through July 5, 2024).

2. What is this class action lawsuit about?

On July 7, 2023, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego, Case No. 37-2023-00028524-CU-OE-CTL (“Action”). The 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, failure to pay sick wages, and failure to provide gratuities. On October 11, 2023, Plaintiff filed a separate representative action complaint against Defendant in the Superior Court of the State of California, County of San Diego, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq., Case No. 34-2023-00037926 (the “PAGA Action”).

On June 14, 2024, Plaintiff filed a First Amended Consolidated Class and Representative Action Complaint, which added the claims, allegations and parties originally in the separate PAGA Action to this Action. The First Amended Consolidated Class and Representative Action Complaint 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 Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff 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 Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and The Gomez Law Firm to serve as Class Counsel.

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

Hundred Sixty Thousand Dollars (\$760,000) (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 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes within 21 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, Plaintiff 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 \$11,000, 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 \$253,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff 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 attorneys’ fees award shall be allocated 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 25% to The Gomez Law Firm
- Class Representative Service Payment. Class Representative Service Payment in an amount not more than \$10,000 to the named Plaintiff as service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$20,000 relating to Plaintiff’s claim under PAGA, 75% (\$15,000) of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining 25% (\$5,000) 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

(\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "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 June 8, 2022 through July 5, 2024.

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

Calculation of Payments to Class Members. After all 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 \$ _____. 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 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 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. Plaintiff 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 monies will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member where the funds may be claimed.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, release Released Parties from the Released Class Claims. The "Released Class Claims" are any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that are based on the facts stated in the Operative Complaint which occurred during the Class Period and for any and all claims that were raised or could have been raised based on the factual allegations made in the Operative Complaint that occurred during the Class Period. This includes claims for (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code § 510; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (9) Failure to Pay Sick Pay Wages in Violation of Cal. Lab. Code §§ 201-204, 233, 246; and (10) Failure to Provide Gratuities in Violation of Cal. Lab. Code § 351. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were

alleged based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. This includes claims for PAGA penalties based on underlying claims for (1) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (2) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code § 510; (3) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (4) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Pay Sick Pay Wages in Violation of Cal. Lab. Code §§ 201-204, 233, 246; (9) Failure to Provide Gratuities in Violation of Cal. Lab. Code § 351; (10) Failure to Pay All Vested Vacation Time in Violation of Cal. Lab. Code § 227.3; and (11) Failure to Provide Suitable Seating. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Defendant and each of its former and present subsidiaries and owners (including IQHQ-Aventine Hotel, LLC), and all of their respective officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, consultants, shareholders, joint ventures, successors, and assigns and any other persons acting by, through, under or in concert with any of them.

5. How much will my payment be?

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (July 7, 2019 through July 5, 2024).

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

[Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (June 8, 2022 through July 5, 2024). Based on this information your estimated Individual PAGA Payment is <<____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than _____ [45 days after the mailing of the Class Notice or 59 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than _____ [45 days after the date of the mailing of the Class Notice or 59 days after in the case of re-mailing]. 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: ILYM Group, _____ (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 a service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months 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 _____ [45 days after the date of the Notice or 59 days after the Notice in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than _____ [45 days after the date of the mailing of the Class Notice or 59 days after in the case of re-mailing]. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Benitez v. Hyatt Corporation* 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 *Benitez v. Hyatt Corporation*, Case No. 37-2023-00028524-CU-OE-CTL. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff 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 Plaintiff is requesting as a Class Representative Service Payment. 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 *Benitez v. Hyatt Corporation* or on the Court's website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2023-00028524.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____** [45 days after the date of the Notice or 59 days after the Notice 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, *Benitez v. Hyatt Corporation*, Case No. 37-2023-00028524-CU-OE-CTL, 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: ILYM Group

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.sdcourt.ca.gov/virtualhearings>. 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:

Brian P. Long
Michael Afar
Seyfarth Shaw LLP
601 South Figueroa Street, Suite 3300
Los Angeles, California 90017-5793

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 72 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Marcella O. McLaughlin. 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 Plaintiff. 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.sdcourt.ca.gov/virtualhearings>.

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 *Benitez v. Hyatt Corporation*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2023-00028524.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Benitez v. Hyatt Corporation* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Benitez v. Hyatt Corporation*. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2023-00028524. If you wish to view the Court files in person, you must go to the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

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 event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ROGEBERTO BENITEZ, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

HYATT CORPORATION, a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **37-2023-00028524-CU-OE-CTL**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Marcella O. McLaughlin
Dept.: 72

Date Action Filed: July 7, 2023
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

This matter, having come before the Honorable Marcella O. McLaughlin of the Superior Court of the State of California, in and for the County San Diego, on _____[DATE], for the motion by Plaintiff Rogeberto Benitez (“Plaintiff”) for preliminary approval of the class settlement with Defendant Hyatt Corporation (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

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

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

3. The Gross Settlement Amount is Seven Hundred Sixty Thousand Dollars (\$760,000). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, 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 \$30,000, and proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed \$10,000. 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 Plaintiff 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 were employed by Defendant in California at the La Jolla, California Hyatt location and classified as a non-exempt employee at any time during the Class Period (July 7, 2019 through July 5, 2024)."

6. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff 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 Plaintiff is an adequate representative of the Class.

7. The Court provisionally appoints Plaintiff as the representative of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP and The Gomez Law Firm 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 ILYM Group as Administrator. No later than fifteen
13 (15) days after preliminary approval of the Settlement by the Court, Defendant shall provide to the
14 Administrator an electronic spreadsheet with the Class Data. The Administrator will perform
15 address updates and verifications as necessary prior to the mailing of the Class Notice. Using best
16 efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class
17 Data, the Administrator will mail the Class Notice Packets to all Class Members via first-class
18 U.S. Mail. Before mailing Class Notices, the Administrator shall update Class Member addresses
19 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 forty-five (45) calendar days after
25 the date of the mailing of the Class Notice and be received by the Administrator. If the Class
26 Notice Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any
27 such person who chooses to opt out of and be excluded from the Class will not be entitled to any
28

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 the Member's 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 forty-five (45)
13 calendar days from the date of the mailing of the Class Notices, to submit their written objections
14 to the Administrator in accordance with the instructions in the Class Notice. If the Class Notice
15 Packet is re-mailed, the Response Deadline for written objections will be extended an additional
16 14 days. Alternatively, Participating Class Members may appear at the Final Approval Hearing to
17 make an oral objection.

18 12. A Final Approval Hearing shall be held before this Court on _____
19 _____, 9:30 a.m. in Department 72 at the San Diego 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
27
28

1 and service award, 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 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
10 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
11 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
12 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
13 evidence of a presumption, concession, indication or admission by Defendant of any liability,
14 fault, wrongdoing, omission, concession or damage.

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

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

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

3 **IT IS SO ORDERED.**

4
5 Dated: _____

HON. MARCELLA O. MCLAUGHLIN,
JUDGE, SUPERIOR COURT OF CALIFORNIA

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ROGEBERTO BENITEZ, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

HYATT CORPORATION, a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **37-2023-00028524-CU-OE-CTL**

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

Hearing Date:
Hearing Time:

Judge: Hon. Marcella O. McLaughlin
Dept.: 72

Date Action Filed: July 7, 2023
Trial Date: Not set

1 The motion of Plaintiff Rogeberto Benitez (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Hyatt Corporation
3 (“Defendant”) and for an award of attorneys’ fees and costs, service payment, and the fees of the
4 Administrator duly came on for hearing on _____ before the Honorable Marcella O.
5 McLaughlin.

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 San Diego, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Sixty
16 Thousand Dollars (\$760,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during an all-day mediation before David Rotman, a respected and experienced mediator of
28

1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

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

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

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

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

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

18 **Attorneys' Fees and Costs**

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

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light
28

1 of the risks and burdens undertaken by the Plaintiff in the litigation and for their time and effort in
2 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 Payment to
7 the Plaintiff, 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 \$20,000, which shall be allocated with 75% (\$15,000) allocated to the LWDA PAGA Payment
14 and 25% (\$5,000) 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 (\$5,000) by the total number
17 of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees
19 are all individuals who were employed by Defendant at the La Jolla, California Hyatt location in
20 California and classified as a non-exempt employee at any time during the PAGA Period (June 8,
21 2022 through July 5, 2024). The Court finds the PAGA Penalties to be reasonable. All
22 Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the
23 release of the Released PAGA Claims as set forth below, whether or not they opt out of the
24 Settlement.

25 **II.**

26 **ORDERS**

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

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 were employed by Defendant in California at the La Jolla,
4 California Hyatt location and classified as a non-exempt employee at any time
during the Class Period (July 7, 2019 through July 5, 2024).

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

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
10 necessary to pay payroll taxes thereon within 21 days of the Effective Date.

11 18. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
12 costs in the amount of \$_____. In accordance with the Agreement, the attorneys’ fees award
13 shall be allocated 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 25% to The
14 Gomez Law Firm. Class Counsel shall not seek or obtain any other compensation or
15 reimbursement from Defendant, Plaintiff or members of the Class.

16 19. The payment of the Class Representative Service Payment in the amount of
17 \$_____ to the Plaintiff is approved.

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

20 21. The PAGA Penalties in the amount of \$20,000 are approved and shall be allocated
21 in accordance with the Agreement.

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

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

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

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

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

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

25 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
26 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
27
28

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. As of the Effective Date and upon full funding of the Gross Settlement Amount by
9 Defendant and all employer payroll taxes owed by Defendant, all Participating Class Members, on
10 behalf of themselves and each of their respective executors, administrators, representatives,
11 agents, heirs, successors, assigns, trustees, spouses, or guardians, release Released Parties from the
12 Released Class Claims. The "Released Class Claims" are any and all claims, rights, demands,
13 charges, complaints, causes of action, obligations, or liability of any and every kind that are based
14 on the facts stated in the Operative Complaint which occurred during the Class Period and for any
15 and all claims that were raised or could have been raised based on the factual allegations made in
16 the Operative Complaint that occurred during the Class Period. This includes claims for (1)
17 Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay
18 Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay
19 Overtime Wages in Violation of Cal. Lab. Code § 510; (4) Failure to Provide Required Meal
20 Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5)
21 Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the
22 Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of
23 Cal. Lab. Code § 226; (7) Failure to Reimburse Employees for Required Expenses in Violation of
24 Cal. Lab. Code § 2802; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§
25 201, 202 and 203; (9) Failure to Pay Sick Pay Wages in Violation of Cal. Lab Code §§ 201-204,
26 233, 246; and (10) Failure to Provide Gratuities in Violation of Cal. Lab. Code § 351. Except as
27 expressly set forth in this Agreement, Participating Class Members do not release any other
28

1 claims, including claims for vested benefits, wrongful termination, violation of the Fair
2 Employment and Housing Act, unemployment insurance, disability, social security, workers'
3 compensation, or Class claims based on facts occurring outside the Class Period

4 30. As of the Effective Date and upon full funding of the Gross Settlement Amount by
5 Defendant and all employer payroll taxes owed by Defendant, all Aggrieved Employees and the
6 LWDA are deemed to release, on behalf of themselves and their respective executors,
7 administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians,
8 the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all
9 claims for PAGA penalties that were alleged based on the facts stated in the Operative Complaint
10 and the PAGA Notice, which occurred during the PAGA Period. This includes claims for PAGA
11 penalties based on underlying claims for (1) Failure to Pay Minimum Wages in Violation of Cal.
12 Lab. Code §§ 1194, 1197 & 1197.1; (2) Failure to Pay Overtime Wages in Violation of Cal. Lab.
13 Code § 510; (3) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7
14 & 512 and the Applicable IWC Wage Order; (4) Failure to Provide Required Rest Periods in
15 Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to
16 Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (6) Failure to
17 Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure
18 to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to
19 Pay Sick Pay Wages in Violation of Cal. Lab Code §§ 201-204, 233, 246; (9) Failure to Provide
20 Gratuities in Violation of Cal. Lab. Code § 351; (10) Failure to Pay All Vested Vacation Time in
21 Violation of Cal. Lab. Code § 227.3; and (11) Failure to Provide Suitable Seating. The Released
22 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
23 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
24 discrimination, unemployment insurance, disability, social security, worker's compensation, and
25 PAGA claims outside of the PAGA Period.

1 31. As of the Effective Date and upon full funding of the Gross Settlement Amount by
2 Defendant, Plaintiff releases and discharges the Defendant and the Released Parties from the
3 Plaintiff's Release as set forth fully in the Agreement.

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

5
6 Dated: _____

7
8 HON. MARCELLA O. MCCLAUGHLIN,
9 JUDGE, SUPERIOR COURT OF CALIFORNIA
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 01/06/2025
Due On: 02/05/2025

Rogeberto Benetiz
5030 Camino Andorra, Unit 206
San Diego, CA 92130

CA2989

Hyatt Corporation

Services

Type	Date	Notes	Quantity	Rate	Total
Service	05/23/2023	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Research Defendant's business operations in CA. Conference with Plaintiff to discuss.	3.90	\$850.00	\$3,315.00
Service	05/25/2023	Review documents and emails from Plaintiff regarding DFEH and retaliation claims. Review off the clock work tasks. Legal research regarding recent court opinions and settlements.	3.70	\$850.00	\$3,145.00
Service	05/26/2023	Review and analyze entire employment file for legal claims. Review all paystubs for 226(a) violations. Legal research regarding recent court opinions for wage statement claims. Conference with Plaintiff to obtain background facts for complaint.	4.50	\$850.00	\$3,825.00
Service	05/28/2023	Draft original complaint.	4.40	\$850.00	\$3,740.00
Service	06/02/2023	Draft complaint. Review facts and law.	2.50	\$850.00	\$2,125.00
Service	06/07/2023	Review and revise complaint. Send complaint to Plaintiff for approval to file. Call to discuss revisions and process of lawsuit.	2.40	\$850.00	\$2,040.00
Service	06/08/2023	Research PAGA penalties and claims. Draft PAGA Notice and upload to LWDA website. Status update to Plaintiff.	2.00	\$850.00	\$1,700.00

Service	06/09/2023	Review case file. Draft internal case notes memo detailing facts and violations.	2.10	\$850.00	\$1,785.00
Service	07/03/2023	Review case notes/damage analysis	0.75	\$675.00	\$506.25
Service	07/03/2023	Review & analyze employment file documents	3.00	\$675.00	\$2,025.00
Service	07/07/2023	Review, edit, revise & finalize class action complaint draft for same day filing	3.00	\$675.00	\$2,025.00
Service	07/07/2023	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	07/07/2023	Review & finalize class action complaint package; file in SD Sup. Ct.	0.75	\$675.00	\$506.25
Service	07/10/2023	Review court-returned documents re class action; review docket; memo to firm re judicial/departement assignment and status of initial case management conference	0.75	\$675.00	\$506.25
Service	07/10/2023	Review filed complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed.	0.50	\$250.00	\$125.00
Service	08/14/2023	Review file; prepare initial docs for service of process re class action; identify reg. agent; send out for service of process	0.70	\$675.00	\$472.50
Service	08/14/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	08/24/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	08/28/2023	Review and assess Complaint and allegations against Defendant. Draft shells for Plaintiff's written discovery request, set one, including Request For Production, Request For Admission, Special Interrogatories, Form Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service.	1.50	\$250.00	\$375.00
Service	08/28/2023	Draft Belaire Notice to include as an Exhibit to Special Interrogatories, Set One	0.50	\$250.00	\$125.00
Service	08/30/2023	Review/revise draft discovery requests; advise TM	1.00	\$750.00	\$750.00
Service	08/30/2023	Draft Discovery: Reviewed and revised Plaintiff's initial discovery.	1.50	\$450.00	\$675.00
Service	08/30/2023	Edit and add to initial discovery requests pertaining to service charges and gratuities, disclosures, etc.	1.00	\$250.00	\$250.00
Service	08/31/2023	Further revise and finalize Plaintiff's discovery requests; advise team re service	0.60	\$750.00	\$450.00
Service	08/31/2023	Execute and finalize Proof of Service regarding	0.50	\$250.00	\$125.00

Initial discovery responses. Serve Plaintiff's Written discovery via US Mail on Defendant's Agent for Service.					
Service	08/31/2023	Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for October 12, 2023.	0.30	\$250.00	\$75.00
Service	08/31/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	09/14/2023	Reviewed and analyzed Defendant's Answer to Plaintiff's Complaint.	0.80	\$450.00	\$360.00
Service	09/18/2023	Review and Analyze: Reviewed and analyzed Defendant's Removal Motion and supporting documents; Reviewed Court's Notice and Order Setting ENE and CMC.	1.80	\$450.00	\$810.00
Service	09/18/2023	Review/analyze Defendant's notice of removal; research for motion to remand; advise TM re motion to remand; advise HD re notices of appearance	1.50	\$750.00	\$1,125.00
Service	09/21/2023	Draft Notice of Appearances for Attorneys, Bhowmik, Herman, Puche and Moran.	1.00	\$250.00	\$250.00
Service	09/21/2023	Finalize Notice of Appearances. Process and submit the Notice of Appearances for filing and service via ECF.	1.00	\$250.00	\$250.00
Service	09/29/2023	Contact Aptus and cancel court reporter for the noticed deposition on 10/12/2023 as Defendant has removed the case to Federal Court.	0.20	\$250.00	\$50.00
Service	10/02/2023	Draft: Began drafting Plaintiff's Motion for Remand.	0.60	\$450.00	\$270.00
Service	10/04/2023	Draft: Continued drafting Plaintiff's Motion to Remand to State Court; Legal Research re supportive authority for motion to remand.	1.60	\$450.00	\$720.00
Service	10/05/2023	Continued drafting Plaintiff's Motion to Remand.	2.50	\$450.00	\$1,125.00
Service	10/06/2023	Reviwed court order, remand motion to prepare for meet and confer. met and conferred with Counsel. Drafted follow up email saved to folder.	1.40	\$675.00	\$945.00
Service	10/06/2023	Draft: Continued drafting Motion to Remand.	1.80	\$450.00	\$810.00
Service	10/06/2023	Discuss with SP re meet and confer call w defense counsel ; f/u corresp. with defendant re proposed mediators	0.40	\$750.00	\$300.00
Service	10/07/2023	Draft PAGA only representative action complaint	4.50	\$675.00	\$3,037.50
Service	10/07/2023	Review PAGA Notice. Review and revise PAGA Only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	10/09/2023	Draft: Continued Drafting Plaintiff's Motion to	3.50	\$450.00	\$1,575.00

Remand.					
Service	10/09/2023	Advise AJB re mediation data and scope	0.40	\$750.00	\$300.00
Service	10/09/2023	Review/revise draft Motion to Remand; advise TM	1.50	\$750.00	\$1,125.00
Service	10/11/2023	Draft: Drafted Notice of Remand in support of Motion for Remand; Drafted Proposed Order re Motion for Remand; Revised and finalized Plaintiff's Motion for Remand; Advised HD re TOC and authorities and re securing hearing date.	1.80	\$450.00	\$810.00
Service	10/11/2023	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	10/11/2023	Review & finalize PAGA only complaint package; file in OC Sup. Ct.	0.75	\$675.00	\$506.25
Service	10/11/2023	Prepare Table of Authorities for Motion to Remand.	1.00	\$250.00	\$250.00
Service	10/12/2023	Continue preparing Table of Authorities for Motion for Remand. Prepare Table of Content for Motion for Remand. Edit and Finalize both.	1.00	\$250.00	\$250.00
Service	10/13/2023	Email to HD re hearing date for Motion to Remand; Revised Notice of Motion and Proposed Order re Remand; Finalized and signed Motion to Remand; advised HD re service and filing of Motion to Remand.	0.80	\$450.00	\$360.00
Service	10/13/2023	Review court-returned documents re PAGA action; review docket; memo to firm re judicial/departments assignment and status of initial case management conference	0.75	\$675.00	\$506.25
Service	10/13/2023	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
Service	10/13/2023	Finalize Mtn to Remand; advise team re filing	0.50	\$750.00	\$375.00
Service	10/13/2023	Discuss with RE re LC 351 claims; research and advise	0.40	\$750.00	\$300.00
Service	10/13/2023	Telephone call to the Court to reserve a hearing date for Plaintiff's Motion for Remand	0.20	\$250.00	\$50.00
Service	10/13/2023	Process and file/serve Plaintiff's Motion for Remand with court via ECF. Coordinate with Knox Attorney Services to deliver courtesy copy of the Motion for Remand to Chambers.	1.00	\$250.00	\$250.00
Service	10/13/2023	Review Order re ENE; advise team re stip to continue in light of likely mediation; f/u correspondence with defense counsel re same	0.40	\$750.00	\$300.00
Service	10/16/2023	Review and Analyze: Reviewed and analyzed Court's Minute Order re Early Neutral Evaluation Conference.	0.20	\$450.00	\$90.00

Service	10/16/2023	Draft Joint Stipulation to continue ENE and stay matter pending mediation	1.00	\$250.00	\$250.00
Service	10/23/2023	Review/analyze Defendant's initial disclosures; update case notes; discuss Plaintiff's initial disclosures with SP	1.00	\$750.00	\$750.00
Service	10/23/2023	Reviewed and analyzed Defendant's initial disclosures.	0.40	\$450.00	\$180.00
Service	10/23/2023	Reviewed orders, case notes, documents, ac communications, contact client and drafted initial disclosures. Redacted documents and compiled documents. Revised and finalized Initial disclosures and documents and served.	3.10	\$675.00	\$2,092.50
Service	10/23/2023	Reviewed Response Initial Disclosures served today.	1.10	\$675.00	\$742.50
Service	10/25/2023	Review file; f/u with defense counsel re mediation; advise team re discovery to be served	0.50	\$750.00	\$375.00
Service	10/26/2023	Draft/revise Plaintiff's federal written discovery requests to Plaintiff and 30b6 depo notice; advise team re service	1.50	\$750.00	\$1,125.00
Service	10/26/2023	Draft shells for Plaintiff's written discovery request, set one for case pending in Federal Court, including Request For Production, Request For Admission, Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service.	1.50	\$250.00	\$375.00
Service	10/26/2023	Draft Belaire Notice to include as an Exhibit to Interrogatories, Set One. (Federal Court)	0.50	\$250.00	\$125.00
Service	10/26/2023	Execute and finalize Proof of Service. Serve Plaintiff's Written discovery via email.	0.50	\$250.00	\$125.00
Service	10/26/2023	Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for January 18, 2024.	0.30	\$250.00	\$75.00
Service	11/02/2023	Reviewed and analyzed complaint, case notes, docket and correspondence. Communicated with Client re: ENE scheduled for November 17, 2023.	1.20	\$675.00	\$810.00
Service	11/03/2023	Reviewed file, pertinent documents, and Requirements for Magistrate Judge Allison G. Goddard, in order to draft Joint Case Management Conference Statement; began drafting Joint Case Management Conference Statement.	0.80	\$450.00	\$360.00
Service	11/03/2023	Reviewed and analyzed Defendant's Opposition to Plaintiff's Motion to Remand; Began drafting Reply to Opposition brief; Legal Research in support of Reply to Defendant's Opposition brief.	2.10	\$450.00	\$945.00
Service	11/03/2023	Review/analyze Defendant's Mtn to Remand Opp;	1.50	\$750.00	\$1,125.00

advise TM re reply					
Service	11/06/2023	Drafted Reply brief to Defendant's Opposition to Plaintiff's Motion to Remand.	2.20	\$450.00	\$990.00
Service	11/06/2023	Drafted joint case management conference statement; reviewed JH's revisions to joint case management conference statement; email to OPC re joint case management conference statement.	2.10	\$450.00	\$945.00
Service	11/06/2023	Review/revise draft Joint CMC report to magistrate judge; advise TM for circulation to Defendant	0.70	\$750.00	\$525.00
Service	11/06/2023	Draft joint motion to continue ENE, supporting decl, and proposed order	1.00	\$750.00	\$750.00
Service	11/07/2023	Emails to and from OPC re joint case management statement; Reviewed Defendant's revisions to joint case management conference statement; Reviewed JH's revisions to joint case management conference statement; Created comparison of Parties revisions, emails to and from OPC re compare copy; finalized and signed joint statement; advised HD re service and filing of joint statement.	2.20	\$450.00	\$990.00
Service	11/07/2023	Drafted Plaintiff's Reply Brief to Defendant's Opposition to Plaintiff's motion to remand.	2.80	\$450.00	\$1,260.00
Service	11/07/2023	Review and further revise draft joint CMC report; advise TM	0.60	\$750.00	\$450.00
Service	11/08/2023	Review/revise draft Mtn to Remand Reply; advise TM	1.00	\$750.00	\$750.00
Service	11/08/2023	Reviewed JH's revisions to Reply brief to Defendant's Remand Opposition; Revised Reply Brief; advised HD re finalization of Reply Brief; research re local rules re Reply re Remand.	0.90	\$450.00	\$405.00
Service	11/09/2023	Reviewed, finalized and signed Plaintiffs Reply brief re Motion to Remand; Advised HD re service and filing of Reply brief.	0.80	\$450.00	\$360.00
Service	11/09/2023	Reviewed correspondence from Clerk to Judge re order to continue ENE.	0.20	\$450.00	\$90.00
Service	11/09/2023	Process and file and serve Plaintiff's Reply Brief in Support of Plaintiff's Motion to Remand Case to State Court via ECF. Coordinate and provide instruction for chambers copies to be delivered via Knox Attorney Service.	0.50	\$250.00	\$125.00
Service	11/09/2023	Process and file and serve Joint Motion to Continue ENE via EFC. Coordinate and provide instruction for chambers copies to be delivered via Knox Attorney Service. Prepared and submit Proposed order in Word via email to the judge's chambers pursuant to the court's rules.	0.50	\$250.00	\$125.00

Service	11/09/2023	Review Order vacating hearing; circulate and advise team	0.20	\$750.00	\$150.00
Service	11/10/2023	Review/revise draft joint mediation plan; advise SP	0.70	\$750.00	\$525.00
Service	11/10/2023	Reviewed Mediation Data Request, Reviewed Correspondence and Reviewed Court Order. Drafted Joint Mediation Plan. Discussed with Team. Revised and sent Joint Mediation Plan to Counsel.	1.90	\$675.00	\$1,282.50
Service	11/13/2023	Reviewed Court's order vacating hearing re motion to remand.	0.20	\$450.00	\$90.00
Service	11/13/2023	Review chamber rules; research for and draft Plaintiff's Confidential ENE stmt; revise and advise team re submission; respond to correspondence from court clerk re motion to continue ENE	2.00	\$750.00	\$1,500.00
Service	11/14/2023	Reviewed correspondence Re: Continuance of ENE and status conference. Discussed with Team.	1.40	\$675.00	\$945.00
Service	11/15/2023	Reviewed Court's Order denying stipulation to continue ENE.	0.30	\$450.00	\$135.00
Service	11/15/2023	Review late payment of wage claims under Section 204. Review sick pay claims under Section 246. Legal research regarding the same. Conference with Plaintiff to discuss claims and status.	3.40	\$850.00	\$2,890.00
Service	11/16/2023	Review file in preparation for ENE prep session with Plaintiff; discuss with SP and client	1.00	\$750.00	\$750.00
Service	11/16/2023	Correspondence and telephone call for prep with client prior to ENE. Reviewed case notes and documents.	1.30	\$675.00	\$877.50
Service	11/17/2023	Prepare for and attend ENE; advise team; review corresponding order from court and circulate	1.60	\$750.00	\$1,200.00
Service	11/17/2023	Prepared and appeared for ENE. Discussed with NJD, JSH and Client.	1.70	\$675.00	\$1,147.50
Service	11/20/2023	Reviewed Court's Order Setting Deadlines.	0.20	\$450.00	\$90.00
Service	12/04/2023	Review file and order; f/u with defendant re mediators	0.30	\$750.00	\$225.00
Service	12/04/2023	Review file; prep initial documents for service of process; identify reg. agent re PAGA action; send out for service via Knox	0.70	\$675.00	\$472.50
Service	12/13/2023	Meet and confer call with defense counsel re mediation	0.50	\$750.00	\$375.00
Service	12/18/2023	Reviewed file, pertinent documents and court docket to draft joint cmc statement; began drafting joint cmc statement; reviewed Defendant's revisions to Joint Mediation Plan.	0.50	\$450.00	\$225.00

Service	12/18/2023	Review Defendant's proposed revision to joint mediation plan; review file; discuss with SP and further revise	1.00	\$750.00	\$750.00
Service	12/18/2023	Reviewed analyzed, conducted legal research and revised the Joint Mediation Discovery plan. Discussed with JSH. Further revised and corresponded with Counsel re: Discovery Plan. Finalized and arranged for filing and service.	2.30	\$675.00	\$1,552.50
Service	12/19/2023	Execute and finalize Proof of Service. Lodge the Joint Mediation Plan to court and serve via email.	0.50	\$250.00	\$125.00
Service	12/28/2023	Reviewed file and court docket in state and federal court to determine status of upcoming CMC to draft CMC statement.	0.40	\$450.00	\$180.00
Service	12/28/2023	Review file and docket; discuss with TM	0.30	\$750.00	\$225.00
Service	12/28/2023	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	01/02/2024	Reviewed file and pertinent documents to draft MDR; Drafted MDR; advised AJ re MDR; Telephone call with team re MDR, revised MDR.	1.70	\$450.00	\$765.00
Service	01/02/2024	Reviewed case notes, correspondence, documents and complaint. Created mediation folder and Case Notes intake form for mediation. Reviewed and revised Mediation Data Request. Discussed with TM and JSH. Reviewed and revised MDR per discussion.	2.20	\$675.00	\$1,485.00
Service	01/02/2024	Review/revise draft mediation data request; advise TM	0.60	\$750.00	\$450.00
Service	01/02/2024	Legal research re O'Grady violations.	0.50	\$450.00	\$225.00
Service	01/03/2024	Email to OPC re MDR.	0.30	\$450.00	\$135.00
Service	01/05/2024	ROA Review and circulate remote appearance information to handling attorney for CMC Hearing on 01/12/2024.	0.20	\$250.00	\$50.00
Service	01/08/2024	Email to and from OPC re Defendant's discovery responses.	0.40	\$450.00	\$180.00
Service	01/10/2024	Review Court Rules re Stipulations/Joint Motions. Draft shell of Joint Motion and Proposed Order for Order to Stay Pending Mediation.	1.00	\$250.00	\$250.00
Service	01/11/2024	Reviewed and analyzed Defendant's Answer to Complaint.	0.80	\$450.00	\$360.00
Service	01/11/2024	Review/analyze file; draft/revise stip to stay PAGA action pending mediation	0.70	\$750.00	\$525.00
Service	01/11/2024	Call with defense counsel re mediation data; advise	0.50	\$750.00	\$375.00

team					
Service	01/16/2024	Corresp. from Defendant; finalize stip to stay PAGA action pending mediation; circulate for execution	0.40	\$750.00	\$300.00
Service	01/16/2024	Execute and finalize Proof of Service. Process and submit Joint Stipulation and [Proposed] Order to Stay Matter Pending Mediation to court for filing via One Legal and served via email.	0.50	\$250.00	\$125.00
Service	01/17/2024	Reviewed Court's notice of rejection.	0.20	\$450.00	\$90.00
Service	01/17/2024	Review/revise joint motion to stay class action pending mediation; advise SP	0.40	\$750.00	\$300.00
Service	01/18/2024	Drafted Motion to stay and sent to Defendant.	3.10	\$675.00	\$2,092.50
Service	01/24/2024	Mediation audit for scheduled mediation.	0.20	\$675.00	\$135.00
Service	01/26/2024	Reviewed court's notice of hearing re status conference.	0.20	\$450.00	\$90.00
Service	02/02/2024	Process and file and serve Joint Motion to Stay Matter Pending Completion of Private Mediation via ECF. Prepare and send Proposed Order (Word Doc) via email to Judge per rules of court.	0.50	\$250.00	\$125.00
Service	02/06/2024	Reviewed Court's order granting joint motion to stay matter.	0.20	\$450.00	\$90.00
Service	02/07/2024	Mediation Audit pre Paternity Leave, sent to AJB and Team.	0.30	\$675.00	\$202.50
Service	02/14/2024	Review/analyze Defendant's mediation doc/data production; advise TM	1.00	\$750.00	\$750.00
Service	02/14/2024	Reviewed Defendant's mediation document production; updated exhibit book; updated mediation sheet.	1.30	\$450.00	\$585.00
Service	02/19/2024	Review stip to stay pending mediation Order; advise team re next steps and mediation data	0.50	\$750.00	\$375.00
Service	02/20/2024	Reviewed Court's order re stipulation to stay.	0.20	\$450.00	\$90.00
Service	02/20/2024	Review court docket and case file in preparation for mediation. Review and analyze data produced by Defendant for mediation purposes. Analyze Defendant's written wage and hour policy documents. Legal research. Conference with Plaintiff to discuss mediation and settlement authority.	4.90	\$850.00	\$4,165.00
Service	02/22/2024	Review all pay stubs exemplars for regular rate and overtime claims. Legal research regarding recent court opinions and code of federal regulations for exclusions to regular rate.	3.10	\$850.00	\$2,635.00
Service	02/25/2024	Research previous settlements with similar claims	3.40	\$850.00	\$2,890.00

		and pay periods for mediation valuation. Analyze case demographics. Draft MOU for mediation.			
Service	02/28/2024	Reveiwed calendar, docket, case file and correspondence in preparation for hearing/appearance. Discussed with Team.	0.20	\$675.00	\$135.00
Service	03/02/2024	Conference with Plaintiff to obtain background facts for mediation brief. Draft mediation brief. Analyze facts and law.	6.00	\$850.00	\$5,100.00
Service	03/04/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	03/06/2024	Correspondence with defense counsel and expert re mediation data	0.50	\$750.00	\$375.00
Service	03/06/2024	Review mediation data analysis from expert; update file	0.50	\$750.00	\$375.00
Service	03/06/2024	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.80	\$450.00	\$1,260.00
Service	03/06/2024	Reveiwed check stubs and documents. Discussed with team and expert. Discussed case with Client.	1.10	\$675.00	\$742.50
Service	03/06/2024	Reveiwed calendar, docket and case file for upcoming appearance/deadline. Discussed with team. Reveiwed data and documentation. Discussed with Expert, AJB, Team and drafted and sent correspondence to OPC in anticipation of Mediation. Called and emailed OPC.	3.30	\$675.00	\$2,227.50
Service	03/07/2024	Research re value of meal periods included in the Reg Rate; advise AJB re mediation; revise mediation brief	2.00	\$750.00	\$1,500.00
Service	03/07/2024	Draft mediation brief.	2.70	\$850.00	\$2,295.00
Service	03/12/2024	Review/analyze updated exposure charts. Send to mediator. Prep for mediation.	3.00	\$895.00	\$2,685.00
Service	03/13/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	03/14/2024	Review all mediation materials including briefs and exhibits thereto. Review and analyze expert penalty report and notes and assumptions. Call with Plaintiff regarding status.	2.90	\$850.00	\$2,465.00
Service	03/15/2024	Research issues and analyze docs to assist i mediation; review mediator's proposal and discuss with AJB	2.00	\$750.00	\$1,500.00
Service	03/15/2024	Review docs, analyze re settlement issues. Advise AJ.	3.00	\$995.00	\$2,985.00
Service	03/15/2024	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00

Service	03/15/2024	Attend mediation	8.00	\$450.00	\$3,600.00
Service	03/22/2024	Reviewed and analyzed Court's order re Plaintiff's motion to remand.	0.80	\$450.00	\$360.00
Service	03/22/2024	Review/analyze Order granting remand; circulate and advise team	0.50	\$750.00	\$375.00
Service	03/29/2024	Review docket; discuss mediator's proposal deadline with AJB	0.30	\$750.00	\$225.00
Service	04/02/2024	Discuss with AJB re mediator's proposal and extension of proposal acceptance deadline; advise team	0.30	\$750.00	\$225.00
Service	04/10/2024	Corresp with AJB and defense counsel re acceptance of mediator's proposal; review draft MOU	0.40	\$750.00	\$300.00
Service	04/10/2024	Analysis of settlement and accepted proposal; review draft MOU; provide input to AJ	1.00	\$950.00	\$950.00
Service	04/17/2024	F/u corresp. with defense counsel re revisions to MOU	0.30	\$750.00	\$225.00
Service	04/19/2024	Review Defendants' proposed revisions to MOU	0.40	\$750.00	\$300.00
Service	04/19/2024	Review and download Court's Notice of Case Reassignment and Notice of Hearing. Save to the electronic file accordingly. Circulate to staff via email.	0.50	\$250.00	\$125.00
Service	04/22/2024	Reviewed Court's notice of case reassignment, notice of hearing.	0.30	\$450.00	\$135.00
Service	04/22/2024	Review/analyze def's redlines to MOU. Prepare responsive redline. Draft/send response.	2.00	\$895.00	\$1,790.00
Service	04/23/2024	Review further revisions to MOU; discuss with AJB	0.30	\$750.00	\$225.00
Service	04/23/2024	Review mediation notes and results. Review and analyze MOU terms. Send MOU to Plaintiff for signature. Conference with Plaintiff to discuss terms and settlement amounts.	1.40	\$850.00	\$1,190.00
Service	04/24/2024	Review MOU. Draft Stipulation and Proposed Order for Leave to file First Amended Class and Representative Action Complaint. Forward to Attorneys for review and finalization.	1.00	\$250.00	\$250.00
Service	04/25/2024	Reviewed and revised joint stipulation to file FAC.	0.60	\$450.00	\$270.00
Service	04/25/2024	Review MOU; assess procedural posture; advise team re FAC; begin drafting longform agreement	1.50	\$750.00	\$1,125.00
Service	04/25/2024	Reviewed MOU, Class and PAGA Complaints, correspondence and case notes. Drafted First Amended Class and Representative Action	3.40	\$675.00	\$2,295.00

Complaint.					
Service	04/26/2024	Review/revise draft FAC; advise SP	1.00	\$750.00	\$750.00
Service	04/29/2024	Reviewed correspondence, MOU and case notes. Reviewed and revised First Amended Complaint.	0.80	\$675.00	\$540.00
Service	04/29/2024	Analysis of settlement issues; memo to AJ	0.50	\$950.00	\$475.00
Service	04/29/2024	Continue and finish complete draft of longform agreement; discuss with KN re potential issue with escalator clause	2.00	\$750.00	\$1,500.00
Service	04/30/2024	Additional discussion with AJB, KN and NBB re escalator clause of MOU and longform	0.50	\$750.00	\$375.00
Service	05/03/2024	Review fully executed MOU; discuss escalator provision with KN: advise team re FAC	0.40	\$750.00	\$300.00
Service	05/07/2024	Research Court/Judge rules and procedures for Law and Motion. Contact Department Calendar clerk and reserve hearing date for Plaintiff's Motion for Preliminary Approval. Email correspondence to handling attorneys and staff for calendaring.	0.30	\$250.00	\$75.00
Service	05/14/2024	Planned and prepared for upcoming Case Management Conference.	0.50	\$450.00	\$225.00
Service	05/15/2024	Discuss longform with KN; draft and request admin bids from settlement administrators	0.40	\$750.00	\$300.00
Service	05/15/2024	Review and revise draft Agreement; advise JH	2.00	\$950.00	\$1,900.00
Service	05/20/2024	F/u with defendant re longform; advise team	0.20	\$750.00	\$150.00
Service	05/23/2024	Review file; f/u with defense counsel re revisions to longform	0.20	\$750.00	\$150.00
Service	05/28/2024	F/u with defense counsel re longform revisions	0.20	\$750.00	\$150.00
Service	05/29/2024	Review/revised draft joint report; circulate to defense counsel for review	0.40	\$750.00	\$300.00
Service	05/31/2024	Discussed approval docs with JSH. Drafted and sent communication to opposing counsel re: FAC and Stipulation to file FAC.	0.40	\$675.00	\$270.00
Service	06/03/2024	Review/analyze Defendant's proposed revisions to longform; discuss with KN	1.40	\$750.00	\$1,050.00
Service	06/03/2024	Reveiwed and Defendant's changes to the FACARAC. Sent clean version of stip and FACARAC to Defendant.	0.90	\$675.00	\$607.50
Service	06/07/2024	Review Defendant's revisions to agreement; analysis of issues and compare with MOU; review JH memo; respond to JH's issues and advise JH as to further revisions.	2.50	\$950.00	\$2,375.00

Service	06/10/2024	Discuss with KN Re defendant's revisions to longform; further revise and circulate to defendant; discuss stip to amend with SP	1.00	\$750.00	\$750.00
Service	06/10/2024	Corresponded with Team and Opposing Counsel. Reviewed and finalized Stipulation for leave to file FAC and exhibits. Arranged for service and filing of the stipulation.	0.70	\$675.00	\$472.50
Service	06/10/2024	Execute and finalize Proof of Service. Process and submit Joint Stipulation For Leave to File Plaintiff's First Amended Class and Representative Action Complaint to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	06/12/2024	Review status of matter; review ROA and order re continuation of Status Conference; advise team and confer with calendar	0.30	\$750.00	\$225.00
Service	06/13/2024	Additional corresp. with defense counsel re longform; circulate updated agreement	0.30	\$750.00	\$225.00
Service	06/13/2024	Review draft agreement and revisions thereto; review emails; check on remaining issues for settlement	1.00	\$950.00	\$950.00
Service	06/13/2024	Receive and review Executed Order for Leave to file FAC. Circulate to staff and save to electronic file.	0.20	\$250.00	\$50.00
Service	06/13/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's First Amended Complaint to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	06/13/2024	Reviewed Order re: Stipulation to file FAC. Revised and finalized order to file FAC and arranged for filing and service. Discussed with JSH and HD.	0.60	\$675.00	\$405.00
Service	06/14/2024	Finalize longform and circulate to defense counsel to confirm appropriateness of execution	0.30	\$750.00	\$225.00
Service	06/14/2024	Obtain and download Filed First Amended Class and Representative Action Complaint. Upload and save to the electronic file and submit to the LWDA.	0.30	\$250.00	\$75.00
Service	06/24/2024	Call with defense counsel re escalator clause in longform; advise KN	0.50	\$750.00	\$375.00
Service	06/24/2024	Work on settlement issue; analysis of issue; discuss with AJ; advise JH	0.75	\$950.00	\$712.50
Service	07/01/2024	Review final revisions to longform made by Defendant; discuss with KN: circulate final for execution	0.50	\$750.00	\$375.00
Service	07/01/2024	Review final agreement and revisions; advise JH	1.00	\$950.00	\$950.00
Service	07/03/2024	Finalize longform agreement and circulate for execution	0.30	\$750.00	\$225.00

Service	07/08/2024	Review and analyze settlement agreement terms for conformity with MOU terms. Send agreement to Plaintiff for signature. Call to discuss terms and process of approval.	1.30	\$850.00	\$1,105.00
Service	07/10/2024	Review file; f/u with team re executed agreement	0.30	\$750.00	\$225.00
Service	07/11/2024	Draft exhibits to settlement; research issues; circulate draft exhibits to the Defendant; review status	4.30	\$950.00	\$4,085.00
Service	07/24/2024	Review status; memo to staff; email with AJ re: Kullar	0.30	\$950.00	\$285.00
Service	07/26/2024	Review file; draft declaration of Plaintiff re preliminary approval of class settlement/service award request; email to client re draft declaration.	2.50	\$450.00	\$1,125.00
Service	07/29/2024	Email to client re declaration ISO preliminary approval; email to and from TG re client's declaration; Reviewed client's signed declaration; Advised KN re declaration status; telephone call from client re declaration; email to client confirming receipt of signed declaration.	1.00	\$450.00	\$450.00
Service	07/29/2024	Review status of matter and CMC orders issued by the court. Prepare CM110 (Case Management Statement). Forward to attorney Herman for review and finalization.	0.50	\$250.00	\$125.00
Service	07/30/2024	Review file; draft/revise CMC stmt; advise team re filing and service	0.50	\$750.00	\$375.00
Service	07/30/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement to Court for filing via One Legal and served via email.	0.50	\$250.00	\$125.00
Service	07/30/2024	Reviewed and analyzed Defendant's CMC statement.	0.30	\$450.00	\$135.00
Service	08/06/2024	Review and revise exhibits for final; emails with Def.	1.50	\$950.00	\$1,425.00
Service	08/06/2024	Review/analyze draft of the motion for preliminary approval	1.00	\$895.00	\$895.00
Service	08/06/2024	work on approval issues; analysis of claims and valuations; prepare approval outline; draft Motion for Preliminary Approval; research for motion; update proposed order; email draft motion to Defendant	4.50	\$950.00	\$4,275.00
Service	08/12/2024	Draft declaration ISO motion; prepare exhibits; revise and finalize KRN declaration; finalize Admin declaration	3.00	\$950.00	\$2,850.00
Service	08/12/2024	Review and revise motion; prepare motion for final draft; make final corrections; emails with Def; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50

Service	08/16/2024	Prepare for and appear for CMC; advise team and calendar	1.00	\$750.00	\$750.00
Service	08/22/2024	Reviewed correspondence, case file, docket, case notes, MOU and long form settlement agreement. Reviewed, revised and finalized Request for Dismissal. Arranged for service and filing of RFD.	1.50	\$675.00	\$1,012.50
Service	08/22/2024	Prepare Request For Dismissal as to the Entire Action Without Prejudice (PAGA) -Form CIV110. Forward to Attorney Puche for review and finalization.	0.50	\$250.00	\$125.00
Service	08/23/2024	Execute and finalize Proof of Service. Process and submit Request For Dismissal of Entire Action without prejudice to court for filing (PAGA) via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	08/27/2024	Review status of matter including ROA. Draft Joint Status Report and forward to attorney Herman for review and finalization.	0.50	\$250.00	\$125.00
Service	08/27/2024	Review file; draft joint status report; circulate to defense counsel for review; finalize and prepare for filing	0.50	\$750.00	\$375.00
Service	08/27/2024	Execute and finalize Proof of Service. Process and submit Joint Status Report to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	09/06/2024	Court appearance - motion for prelim app; prepare for hearing; review tentative and review motion papers; memo to staff	1.00	\$950.00	\$950.00
Service	09/06/2024	Reviewed Court's notice of rescheduled hearing.	0.20	\$450.00	\$90.00
Service	09/10/2024	Reviewed Court's notice of rescheduled hearing.	0.20	\$450.00	\$90.00
Service	09/10/2024	Review status; check docket; update chart	0.30	\$950.00	\$285.00
Service	09/12/2024	Review status; check docket; download order; memo to Admin; email Def; memo to staff	0.60	\$950.00	\$570.00
Service	09/23/2024	Reviewed email from OPC re preliminary approval.	0.20	\$450.00	\$90.00
Service	09/23/2024	Corresp. w defense counsel re requested extension to Def deadline to provide data to settlement admin	0.20	\$750.00	\$150.00
Service	10/28/2024	Reviewed TPA's class notice and preliminary calculations.	0.20	\$450.00	\$90.00
Service	10/28/2024	Review formatted notice; review spreadsheet with calculations; double-check figures	0.60	\$950.00	\$570.00
Service	10/30/2024	Reviewed calendar, case file and docket to prepare for appearance/deadline event. Discussed with Team.	0.20	\$675.00	\$135.00

Service	11/07/2024	Reviewed TPA's status report.	0.20	\$450.00	\$90.00
Service	11/15/2024	Reviewed TPA's status report re mailed notices.	0.20	\$450.00	\$90.00
Service	12/02/2024	Reviewed TPA Status Report re mailed notices.	0.20	\$450.00	\$90.00
Service	12/18/2024	Review recent settlement admin reports; analyze preliminary approval order; discuss with KN: assess mediation notes and valuation discovery for Kullar analysis and attorney time/billing for Loadstar analysis; draft MFA/Fee Motion notice of motion and memorandum; circulate to KN for review	4.00	\$750.00	\$3,000.00
Service	12/27/2024	Reviewed TPA Final Status Report.	0.20	\$450.00	\$90.00
Service	12/30/2024	Review and revise draft motion for final approval; memo to JH; email Def with draft motion.	2.50	\$950.00	\$2,375.00
Service	12/30/2024	Review KN revisions to MFA/Fee brief; draft supporting decl; advise HD re tables	2.00	\$750.00	\$1,500.00
Service	01/03/2025	Edit and finalize Table of Content and Table of Authorities for Final Approval Motion.	1.00	\$250.00	\$250.00
Service	01/06/2025	Review and revise draft declaration; prepare final exhibits for decl.	1.00	\$950.00	\$950.00
Service	01/06/2025	Review and revise motion; update figures; finalize motion; finalize proposed order; file and serve motion; serve LWDA.	2.50	\$950.00	\$2,375.00
Services Subtotal				\$207,631.25	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/08/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	07/10/2023	Onelegal/Court Fee	1.00	\$461.16	\$461.16
Expense	08/02/2023	LexisNexis	1.00	\$177.00	\$177.00
Expense	08/25/2023	Onelegal/Court Fees	1.00	\$13.33	\$13.33
Expense	08/31/2023	KNOX filing and messenger service	1.00	\$122.15	\$122.15
Expense	09/01/2023	Lexis Nexis	1.00	\$154.00	\$154.00
Expense	09/13/2023	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	10/02/2023	LexisNexis	1.00	\$1,184.00	\$1,184.00
Expense	10/15/2023	Onelegal/Court Fees	1.00	\$461.16	\$461.16
Expense	11/30/2023	KNOX Filing and Messenger Service	1.00	\$65.25	\$65.25

Expense	11/30/2023	KNOX Filing and Messenger Service	1.00	\$65.25	\$65.25
Expense	12/03/2023	LexisNexis	1.00	\$231.00	\$231.00
Expense	12/28/2023	Onelegal/Court Filing Fee	1.00	\$13.33	\$13.33
Expense	12/30/2023	Onelegal/Court Filing Fee	1.00	\$51.48	\$51.48
Expense	12/31/2023	KNOX Filing and Messenger Service	1.00	\$158.25	\$158.25
Expense	01/02/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	01/12/2024	Mediation fees - David Rotman	1.00	\$13,250.00	\$13,250.00
Expense	01/17/2024	One Legal Invoice No. 05651539	1.00	\$18.48	\$18.48
Expense	01/17/2024	One Legal Invoice No. 05655403	1.00	\$51.48	\$51.48
Expense	02/05/2024	LexisNexis	1.00	\$307.00	\$307.00
Expense	03/04/2024	LexisNexis	1.00	\$728.00	\$728.00
Expense	03/28/2024	Berger Consulting Group	1.00	\$6,920.00	\$6,920.00
Expense	06/12/2024	One Legal Invoice No. 06114741	1.00	\$61.77	\$61.77
Expense	06/13/2024	One Legal Invoice No. 06118425	1.00	\$35.98	\$35.98
Expense	06/14/2024	One Legal Invoice No. 06122591	1.00	\$15.39	\$15.39
Expense	07/30/2024	One Legal Invoice No. 06237890	1.00	\$18.99	\$18.99
Expense	08/21/2024	Filing fee - motion; one legal filing charge	1.00	\$81.02	\$81.02
Expense	08/27/2024	One Legal/Court Fees	1.00	\$19.25	\$19.25
Expense	10/23/2024	One Legal Invoice No. 06493764	1.00	\$19.25	\$19.25
Expense	01/06/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$25,090.45	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	14.0	\$895.00	\$12,530.00
Norm Blumenthal	3.0	\$995.00	\$2,985.00
Scott Blumenthal	21.4	\$450.00	\$9,630.00
Nicholas De Blouw	56.5	\$850.00	\$48,025.00
Ricardo Ehmann	18.05	\$675.00	\$12,183.75
Jeffrey Herman	53.6	\$750.00	\$40,200.00
Trevor Moran	46.4	\$450.00	\$20,880.00

Kyle Nordrehaug	33.6	\$950.00	\$31,920.00
Sergio Puche	34.3	\$675.00	\$23,152.50
Heather Drosi	24.5	\$250.00	\$6,125.00
Subtotal			\$232,721.70
Total			\$232,721.70

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	02/05/2025	\$232,721.70	\$0.00	\$232,721.70
Outstanding Balance				\$232,721.70
Total Amount Outstanding				\$232,721.70

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

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

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
----------------	--------	------	-------	-------	-------	-------	-------

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

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

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

EXHIBIT #5

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ROGEBERTO BENITEZ, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

HYATT CORPORATION, a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2023-00028524-CU-OE-CTL

**DECLARATION OF ROGEBERTO
BENITEZ IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: September 6, 2024
Hearing Time: 9:30 a.m.

Judge: Hon. Marcella O. McLaughlin
Dept.: C-72

Action Filed: July 07, 2023
Trial Date: Not set

1 I, Rogeberto Benitez, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-
3 entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class
4 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. I worked for the defendant Hyatt Corporation (“Hyatt”) in California from March of 2022
8 to May of 2023 and during that time period I was classified by Hyatt as a non-exempt employee.

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

16 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, I did not always
18 receive compliant meal breaks which were sometimes late, short or missed entirely – and when
19 these violations occurred, I did not receive all meal break penalty payments I was entitled to. I was
20 forced to work off the clock due to waiting time punching in at limited clock in stations, and was
21 forced to don and doff my uniform while off the clock. Further, I was not properly reimbursed for
22 all necessary business expenses I incurred while performing my job duties, and I was underpaid my
23 sick pay during many pay periods.

24 6. I spoke to my attorneys several times and discussed how Hyatt implemented its company
25 policies and procedures. I also assisted my attorneys in their investigation into my claims by
26 providing them documents and answering their questions. I reviewed the complaint before it was
27 filed and was given access to an electronic file sharing program that alerted me via email when
28 important documents were filed so that I could review them and keep up with the developments in

1 the case which I understood was one of my duties as a class representative. I could also access court
2 filings from this case on my attorney's law firm website. Also, I was informed that Hyatt had the
3 right to take my deposition, and that the preparation and deposition itself could take multiple days.
4 Although my deposition was not taken, I feel I would have been adequately prepared and
5 comfortable to give testimony on my experiences.

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

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

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

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

28 11. A mediation took place on March 15, 2024, with David A. Rotman, a well-respected and

1 experienced mediator of wage and hour class actions. After the mediation the parties were able to
2 come to an agreement to settle the action based on a mediator's proposal. I communicated with my
3 attorneys regarding the terms of the settlement which was reached between the parties and
4 understood that I was representing absent class members and therefore wanted the best possible
5 result to be obtained for the class members and I believe a very positive result was in fact achieved
6 via settlement. I reviewed and signed the Memorandum of Understanding on April 23, 2024. When
7 the final settlement agreement was ready, I reviewed it closely and signed it on July 10, 2024.

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

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

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

26 15. As part of the settlement, it was necessary for me to sign a general release of claims I may
27 have against Hyatt. I believe the class representative service award I have requested provides me
28 with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Hyatt costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$10,000 as a class representative service payment is fair and reasonable.

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

Executed on Jul 27, 2024, at San Diego, CA.
(city, state)

1 
Rogeberto Benitez (Jul 27, 2022)

Rogeberto Benitez (Jul 27, 2024 12:46 PDT)

Rogeberto Benitez