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24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

25 **IN AND FOR THE COUNTY OF v**

26 LAURA WEITZ and LAILA FAIZ,
27 individuals, on behalf of themselves
28 and on behalf of all persons similarly
situated, and on behalf of the State of
California, as a private attorney general,

Plaintiffs,

vs.

BANANA REPUBLIC, LLC, a
Limited Liability Company; THE GAP,
INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **23STCV19287**

**DECLARATION OF KYLE R. NORDREHAUG
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARDS**

Hearing Date: November 9, 2026

Hearing Time: 10:00 a.m.

[Hearing scheduled by Order dated April 28, 2026]

Judge: Hon. Bruce G. Iwasaki

Dept: SS-11

Date Filed: April 17, 2023

Trial Date: Not set

1 I, KYLE R. NORDREHAUG, declare as follows:

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

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

26
27 3. Summary of the Proposed Settlement.

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

1 (the “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendants Banana
2 Republic, LLC and The Gap, Inc. (“Defendants”) reached a full and final settlement of the
3 above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As
4 consideration for this Settlement, the Gross Settlement Amount to be paid by Defendants is One Million
5 Nine Hundred Fifty Thousand Dollars (\$1,950,000) (Agreement at ¶¶ 1.22 and 3.1.) Under the
6 Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the
7 Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and
8 Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class
9 Representative Service Payments to the Plaintiffs; and (5) the PAGA Penalties payment. (Agreement
10 at ¶ 1.22.)

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

14 (c) Defendants shall fund the Gross Settlement Amount and the amount necessary to pay
15 payroll taxes thereon no later than 35 days after the Effective Date. (Agreement at ¶ 4.3.) The
16 distribution of Individual Class Payments to Participating Class Members will be made within 14 days
17 after Defendants funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

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

1 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
2 the Court by mailing the notice packets after updating class members' addresses using the National
3 Change of Address database and, for any notice packets returned as undeliverable. See Declaration of
4 Ann Linton ("Linton Decl.") ¶¶ 5-7. Class Members were provided with the opportunity to exclude
5 themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex.
6 A.) Linton Decl. ¶ 21, Exh. A. No Class Member objected and only four Class Members submitted a
7 request for exclusion. Linton Decl. ¶¶ 12-14. Therefore, nearly all Class Members (99.95%) are deemed
8 Participating Class Members who are bound by the Settlement and will be entitled to receive a Settlement
9 Share. (Agreement at ¶ 8.5(c).) All Aggrieved will be paid their allocation of the PAGA Penalties and
10 will remain subject to the release of the PAGA Released Claims regardless of any request for exclusion
11 from the Class. (Agreement at ¶ 6.3 and 8.5(d)) Finally, the Notice advised the Class Members of their
12 right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

13 (f) Participating Class Members must cash their Individual Class Payment check within 180 days
14 after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be
15 voided and any funds represented by such checks sent to the California Controller's Unclaimed Property
16 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements
17 of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.)

18 (g) Atticus Administration was appointed by the Court as the Administrator for the Settlement.
19 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
20 administration in an amount not to exceed \$55,000. (Agreement at ¶ 3.2(c).) As set forth in the Linton
21 Decl. at ¶ 19, the Administration Expenses Payment, including fees and costs incurred to-date, as well
22 as anticipated fees and costs for completion of the settlement administration, are \$53,500.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
24 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
25 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
26 Counsel Litigation Expenses Payment in an amount not to exceed \$43,000. (Agreement at ¶ 3.2(b).)
27 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 to each
28 Plaintiff as their Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of these

1 requests for attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing
2 evidentiary support, including lodestar.

3 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
4 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code
5 Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$50,000. (Agreement at ¶¶ 1.34 and 3.2(d).)
6 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as
7 follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share
8 of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed to the
9 Aggrieved Employees based on the number of their respective PAGA Pay Periods.¹ (Agreement at ¶
10 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this motion
11 and the Agreement

12 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
13 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
14 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
15 Settlement valued at \$1,950,000 is an excellent result for the Class. This result is particularly favorable
16 in light of the fact that liability and class certification in this case were far from certain in light of the
17 defenses asserted by Defendants. Given the complexities of this case, the defenses asserted, the
18 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
19 settlement is fair, reasonable and adequate, and should be finally approved.

20
21 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
22 dated April 28, 2026 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
23 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On May 22,
24 2026, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
25 each class member with the terms of the Settlement, including notice of the claims at issue and the
26

27
28 ¹ The PAGA claim in this Action was initiated prior to June 2024, and therefore the prior version
of Labor Code ¶2699 applies to the 75/25 allocation.

1 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being
2 sought, how individual settlement awards would be calculated, and the specific, estimated payment
3 amount to that individual. See Declaration of Ann Linton ("Linton Decl.") ¶¶ 6-7, Exh. A. In
4 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in
5 its Preliminary Approval Order. Significantly, there have been no objections and only 4 requests to opt-
6 out. Linton Decl.. ¶¶ 12-14. As such, the nearly the entire Class (99.95%) will participate in the
7 Settlement and will be sent a settlement check. See Linton Decl.. at ¶¶ 13-15;

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

17
18 6. Procedural History of the Litigation

19 (a) On July 13, 2023, Plaintiff Weitz filed with the LWDA and served on Defendants a notice
20 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
21 on behalf of Aggrieved Employees for various Labor Code violations. The PAGA Notice by Plaintiff
22 Weitz specifically alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a),
23 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
24 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),, California Code of Regulations, Title 8,
25 Section 1 1070(14) (Failure to Provide Seating), and violation of the applicable Wage Order(s).

26 (b) On August 14, 2023, Plaintiff Laura Weitz commenced this Action by filing a Class Action
27 Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles.
28 This Class Action Complaint asserted class claims against Defendants for: (1) unfair competition in

1 violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation
2 of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of
3 California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of
4 Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor
5 Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of
6 California Labor Code §§ 226.7 and 512; (7) failure to to reimburse employees for required expenses in
7 violation of California Labor Code § 2802; (8) failure to provide wages when due in violation of
8 California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay wages in violation of
9 California Labor Code §§ 201-204, 233, 246. On October 19, 2023, Plaintiff Laura Weitz filed a
10 Representative Action Complaint alleging a cause of action against Defendants for recovery of civil
11 penalties under PAGA for violations of various Labor Code sections and individual claims for
12 discrimination and retaliation under Fair Employment and Housing Act, Government Code Section
13 12900, et seq. ("FEHA") and wrongful termination in violation of public policy in violation of California
14 Government Code §12900 et seq in the Superior Court of the State of California, County of Santa Clara
15 ("PAGA Action").² On February 2, 2024, Plaintiff Laura Weitz filed a First Amended Consolidated
16 Class and Representative Action Complaint adding the PAGA claims alleged in the PAGA Action to this
17 Action.

18 (c) On September 24, 2024, Plaintiffs filed a Second Amended Consolidated Class and
19 Representative Action Complaint adding Plaintiff Laila Faiz as a named plaintiff in this Action. The
20 Second Amended Consolidated Class and Representative Action Complaint is the operative complaint
21 in the Action(the "Operative Complaint").³

22 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
23 formal and informal discovery, and the production of hundreds of pages of documents, class data, and
24

25 ² On July 7, 2024, Plaintiff Laura Weitz filed a Request for Dismissal of the PAGA Action without
26 prejudice which was granted on July 25, 2024.

27 ³ Following the filing of the Operative Complaint, the Parties in the *Faiz* matter stipulated to
28 dismiss the *Faiz* matter without prejudice. On November 7, 2024, the court dismissed the *Faiz* matter
without prejudice.

1 other information, allowing for the full and complete analysis of liabilities and defenses to the claims in
2 the Action. The information for mediation obtained by Plaintiffs included: (1) data concerning the class;
3 (2) payroll data and time punch data for the class covering 1,273 employees, 115,791 shifts worked and
4 18,111 pay periods; (3) Defendants' wage and hour policies; (4) the employment file for the Plaintiffs;
5 and, (5) samples of wage statements provided by Defendants. As such, Class Counsel received the data
6 and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the
7 claims for the Class.

8 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
9 The Parties have intelligently litigated the Action since inception. During the course of litigation, the
10 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendants have
11 engaged in significant research and investigation in connection with the Action. Plaintiffs obtained both
12 formal and informal discovery and the production of relevant documents and data from the Defendants.
13 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and
14 utilized an expert to perform an analysis of the data and valuation of the claims.

15 (f) Plaintiffs and Defendants agreed to discuss resolution of the Action through a mediation. Prior
16 to mediation, the Parties engaged in the above investigation and the exchange of documents and
17 information in connection with the Action. On June 12, 2024, the Parties participated in an all-day
18 mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and
19 class actions. The Parties did not reach a settlement on that day. The Parties continued to litigate the
20 case, while working with Mr. Ortman in parallel to continue efforts to reach a settlement. On February
21 27, 2025, Mr. Ortman issued a mediator's proposal, which was accepted by all parties and memorialized
22 in a Memorandum of Understanding executed on March 19, 2025. The Parties then negotiated the final
23 terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
24 contentious.

25 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
26 kind associated with the claims alleged in the Action and further deny that, for any purpose other than
27 settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,
28 among other things, that they have complied at all times with the California Labor Code, applicable Wage

1 Order, and all other laws and regulations. Further, Defendants contend that class certification is
2 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendants violated
3 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
4 certification on the basis that the claims meet the requisites for class certification. Without admitting that
5 class certification is proper, Defendants have stipulated that the above Class may be certified for
6 settlement purposes only. (Agreement at ¶ 2.13). The Parties agree that certification for settlement
7 purposes is not an admission that class certification is proper. Further, the Agreement is not admissible
8 in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely
9 for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class
10 certification with respect to the Class are satisfied.

11 (h) Class Counsel has conducted an investigation into the facts of the class action. Both formal
12 and informal discovery was obtained, which included the production of hundreds of pages of documents
13 and voluminous class data. Class Counsel engaged in a thorough review and analysis of the relevant
14 documents and data with the assistance of an expert. Accordingly, the agreement to settle did not occur
15 until Class Counsel possessed sufficient information to make an informed judgment regarding the
16 likelihood of success on the merits and the results that could be obtained through further litigation. In
17 addition, Class Counsel previously negotiated settlements with other employers in actions involving
18 nearly identical issues and analogous defenses. Based on the foregoing data and their own independent
19 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendants on
20 the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
21 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
22 asserted by Defendants, and potential appellate issues.

23 24 7. History of Settlement Discussions

25 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
26 before an experienced and well-respected mediator. Defendants have expressly denied and continues to
27 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
28 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released

1 Class Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel
2 who has previously litigated similar claims against other employers.

3 (b) The Parties attended an arms-length mediation session with Tripper Ortman, a respected jurist
4 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
5 for the mediation, Defendants provided Plaintiffs and Class Counsel with payroll and employment data
6 and other information regarding the Class Members, various internal documents, and other compensation
7 and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
8 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following the all-day
9 mediation session, the Parties agreed to this Settlement based upon a mediator's proposal.

10 (c) From March 2025 to September 2025, the initial settlement agreement and exhibits thereto
11 were drafted, negotiated and executed. The Parties then revised the initial settlement agreement to
12 address certain issues raised by the Court in its September 24, 2025 order, which Plaintiffs did on April
13 1, 2026. On April 28, 2026, the Court issued its Order granting preliminary approval of the settlement
14 as fair, adequate, and reasonable to the Class.

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

17
18 8. The outcome of this case would have been uncertain and fraught with risks.

19 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of
20 the Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices complied with
21 all applicable Labor laws. Defendants argued that Class Members were paid for all time worked and that
22 work time was properly recorded. Defendants maintained there was no underpayment of overtime wages
23 or sick pay to the Plaintiffs and the Class. Defendants contend that its meal and rest period policies fully
24 complied with California law and that Defendants did not fail to provide the opportunity for legally
25 required meal and rest breaks. Defendants could argue that its payment of significant meal period
26 premiums is evidence of its lawful practices. Defendants contend that there was no failure to pay for
27 business expenses and any cell phone usage was merely convenient and voluntary such that
28 reimbursement was not legally required. Finally, Defendants have an argument that the Supreme Court

1 decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability,
2 value, and class certifiability as to the meal and rest period claims. Defendants also argue that based on
3 its facially lawful practices, Defendants acted in good faith and without willfulness, which if accepted
4 would negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo*
5 *v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith
6 believed it was providing a complete and accurate wage statement in compliance with the requirements
7 of section 226, then it has not knowingly and intentionally failed to comply with the wage statement
8 law.") If successful, Defendants' defenses could eliminate or substantially reduce any recovery to the
9 Class. While Plaintiffs believe that these defenses could be overcome, Defendants maintain these
10 defenses have merit and therefore present a serious risk to recovery by the Class.

11 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
12 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
13 of any employees other than themselves. At the time of the mediation, Defendants forcefully opposed
14 the propriety of class certification, arguing that individual issues precluded class certification. Further,
15 as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
16 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class
17 has been certified. While other cases have approved class certification in wage and hour claims, class
18 certification in this action was hotly disputed and the maintenance of a certified class through trial was
19 by no means a foregone conclusion.

20 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
21 cannot be overstated. There is little doubt that Defendants would post a bond and appeal in the event of
22 an adverse judgment. A post-judgment appeal by Defendants would have required many more years to
23 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
24 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
25 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
26 and length of a trial against Defendants through possible appeals which could take at least another two
27 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
28 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the

1 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
2 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
3 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
4 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class
5 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

6 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants'
7 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary
8 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
9 favorably to the value of the claims. class claims in detail, the Gross Settlement Amount compares
10 favorably to the value of the claims. Based upon 8,437 Class Members who worked an estimated 374,943
11 workweeks, the Gross Settlement Amount provides an average value of \$231 per Class Member and
12 \$5.20 per workweek and after deductions the Net Settlement Amount provides an average recovery of
13 \$134.34 per Class Member and a recovery of \$3.02 per workweek. The calculations to compensate for
14 the amount due for the Class at the time of the mediation were calculated by Berger Consulting,
15 Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs used this
16 expert to analyze the data and determine the potential unpaid wages for the employees. The maximum
17 potential damages were calculated to be \$2,111,688 for the alleged unpaid wages for off-the-clock work
18 at fifteen minutes per week, \$20,804 for the alleged underpaid overtime based upon the miscalculation
19 of the regular rate, \$15,826 for the alleged underpaid sick pay based on the miscalculation of the regular
20 rate, \$922,643 for alleged meal period damages based upon a 8.8% potential violation rate for all shifts
21 worked observed in the time records and after deducting for meal premiums already paid by Defendants,
22 \$2,060,904 for alleged rest period damages based upon the same 8.8% violation rate that was observed
23 for meal period records and after deducting rest premiums already paid by Defendants, \$514,490 for
24 alleged unreimbursed cell-phone expenses at \$5 per month. As a result, the total damage valuation was
25 calculated such that Defendants were subject to a maximum damage claim in the amount of \$5,646,355.
26 As to potential penalties, Plaintiffs calculated that potential waiting time penalties were a maximum of
27
28

1 \$15,818,254, and potential maximum wage statement penalties were \$12,714,750.⁴ Defendants
2 vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement
3 Amount of \$1,950,000 represents more than 34% of the maximum value of the alleged damages at issue
4 in this case at the time this Settlement was negotiated.⁵ Importantly, the recent decision that good faith
5 belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065
6 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages
7 were owed to the Class. The above maximum calculations should then be realistically risk-adjusted in
8 consideration for both the risk of class certification and the risk of establishing class-wide liability on all
9 claims. Given the amount of the settlement as compared to the potential value of claims in this case and
10 the defenses asserted by Defendants, this settlement is fair and reasonable.⁶ Clearly, the goal of this
11 litigation has been met.

12 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
13 recovery, particularly when viewed in light of the fact that the Defendants asserted serious and substantial
14 defenses both to liability and to class certification. The maximum and average class member allocations
15

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

21 ⁵ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
22 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
23 PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Kyle
Nordrehaug at ¶33.

24 ⁶ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 are \$423.88 and \$134.35, respectively. *See* Linton Decl.. ¶16. Given the complexities of this case, the
2 defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and
3 adequate, and should be finally approved.

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

9
10 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

11 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And
12 Should Be Enforced

13 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
14 fund settlement to be paid by Defendants to the Class in the amount of One Million Nine Hundred Fifty
15 Thousand Dollars (\$1,950,000) (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties
16 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the
17 Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully
18 requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross
19 Settlement Amount.

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

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

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-third
7 of the Gross Settlement Amount of \$1,950,000 which equals \$650,000 for attorneys' fees. As part of
8 the Agreement, Defendants 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 \$43,000. Finally,
10 Defendants also agreed that Plaintiffs can be awarded a Class Representative Service Payment in the
11 amount of \$10,000 each, as their service awards under the Agreement.

12 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
13 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
15 providing these substantial benefits should be paid an award equal to the amount negotiated in private
16 bargaining 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 hour
18 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
19 with his fee. The attorney working on a contingent basis can only log hours while working without pay
20 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the
21 risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this
22 case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent
23 fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of
24 private enforcement makes the requested award appropriate. This case was litigated on a contingent basis
25 for over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am
26 aware of other similar cases where the court dismissed the class allegations or denied class certification.
27 Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.
28

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 Defendants
12 that Plaintiffs 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 Defendants. Over the last years of litigation, Class
17 Counsel was required to invest substantial time and resources in investigation, litigation, the
18 determination of potential damages and communicating with and responding to opposing counsel's and
19 class members' 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 of
25 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

1 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
2 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
3 Counsel advanced more than \$34,000 in costs which could not have been recovered if this case had been
4 lost. The Plaintiffs also undertook the risk of liability for Defendants' costs had this case not succeeded,
5 as well as other potential negative financial ramifications from having sued Defendants on behalf of the
6 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
7 Plaintiffs also support the requested awards.

8 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
9 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
10 one-third equal to \$650,000 is also established by reference to Class Counsel's lodestar in this matter.
11 **The contemporaneous billing records for Class Counsel evidence that through September 28, 2026,**
12 **Class Counsel's total combined lodestar is \$344,871.25, with significant additional fees still to be**
13 **incurred to complete final approval and the settlement process** The requested fee award is therefore
14 currently equivalent to Class Counsel's total lodestar with a reasonable multiplier of less than 1.9, and
15 there will be additional lodestar incurred by Class Counsel to complete the settlement process and
16 manage the settlement distribution and reports. Such a multiplier is below the range of multipliers
17 approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir.
18 2002).⁷ As evidenced by the billing, Class Counsel's work was efficiently performed and highly
19 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,
20 this Court may conclude that the requested award is fair and reasonable and is justified under California
21 law.

22 (j) Counsel retained on a contingency fee basis, whether in private matters or in
23

24 ⁷ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*
25 *supra*, at 1051 (3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba*, 91 Cal. App.
27 4th at 255 ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing*
28 *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) (2.26
multiplier).

1 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent
2 fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that
3 despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true
4 here where Class Counsel has prosecuted this case on a contingency basis for over two years. Indeed,
5 if counsel is not adequately compensated for the risks inherent in difficult class actions, competent
6 attorneys will be discouraged from 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.*
16 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
17 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*
18 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
19 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
20 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
21 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
22 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded
23 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
24 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
25 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*
26 *v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
27 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
28

1 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher
2 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
3 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
4 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and
5 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco
6 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award
7 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*
8 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award
9 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
10 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-
11 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*
12 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.
13 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*
14 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
15 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
16 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
17 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
18 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill
19 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in
20 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.
21 Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
22 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren
23 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in
24 *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge
25 Marie Weiner approved a one-third fee award in a wage and hour class settlement. On September 12,
26 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.
27 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.
28

1 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.
2 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class
3 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court
4 Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour
5 class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case
6 No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class
7 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case
8 No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class
9 settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees
10 that have been awarded in other similar cases.

11 12. **The contemporaneous billing records for Class Counsel evidence that through**
12 **September 28, 2026, Class Counsel's total combined lodestar is \$344,871.25, with significant**
13 **additional fees still to be incurred to complete final approval and the settlement process.** From
14 August 12, 2023 to September 28, 2026, my firm worked on this matter for over 289 hours, with hourly
15 rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the
16 amount of \$191,176.25. The requested fee award is therefore currently equivalent to Class Counsel's
17 total lodestar with a reasonable multiplier of less than 1.9, and there will be additional lodestar incurred
18 by Class Counsel to complete the settlement process and manage the settlement distribution and reports.
19 A detailed breakdown of the total fees and the services performed by the firm on this case is attached
20 hereto as Exhibit #3. In addition, Class Counsel will be performing additional work that is not included
21 in this lodestar amount, including finalizing the final approval motion, attending the hearing on final
22 approval, and monitoring completion of the settlement process. I expect this additional work will result
23 in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the
24 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial
25 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are
26 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A
27 true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates
28

1 have been approved by Court's throughout California, including the Courts in the Superior Court of
2 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class
3 Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant]
4 community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly
5 rates is further confirmed by comparing such rates with the rates of comparable counsel practicing
6 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
7 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
8 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate
9 billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District
10 of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable
11 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above
12 who is defense counsel in cases currently being prosecuted by Class Counsel. In another example,
13 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class
14 Counsel, charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings,
15 another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755
16 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than
17 these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a
18 percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which
19 will be even less by the completion of the settlement. This is comparable to the multipliers approved in
20 other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

21
22 Litigation Expenses

23 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class
24 Counsel Litigation Expenses Payment of not more than \$43,000." Class Counsel requests reimbursement
25 for incurred litigation expenses and costs in the amount of \$34,321.04. Class Counsel have incurred
26 litigation expenses totaling \$34,321.04 based upon counsel's billing records. These litigation expenses
27 include the expenses incurred for filing fees, mediation expenses, expert expenses (Berger Consulting
28

1 and DM&A), Courtcall expenses, Case Anywhere charges, and attorney service charges (Knox and
2 OneLegal), all of which are costs normally billed to and paid by the client.⁸ The details of the litigation
3 expenses incurred are set forth in my firm's billing statement for this matter, a true and correct copy of
4 which is attached hereto as Exhibit #3 [expenses of \$31,997.96]. *See also* Declaration of Kwanporn
5 "Mai" Tulyathan at ¶16 and Exhibit B [expenses of \$2,117.28]; Declaration of William Marder at ¶18
6 and Exhibit B [expenses of \$205.80]. These costs were reasonably incurred in the prosecution of the
7 Action.

8
9 Service Award

10 14. For their service as the sole class representatives, Plaintiffs should be awarded the agreed
11 service award of \$10,000 each in accordance with the Agreement for their time, risk and effort expended
12 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendants have agreed to
13 this payment and there have been no objections to the requested service award. The Plaintiffs'
14 declarations in support of this request are attached hereto as Exhibits #5 and #6. As the sole
15 representatives of the Class, Plaintiffs performed their duties to the Class admirably and without
16 exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation,
17 responding to numerous requests, searching for documents, working with counsel, and reviewing the
18 settlement documentation. As set forth in the Agreement, Plaintiffs are also providing a comprehensive
19 release as part of the Settlement, far beyond the class release. The Plaintiffs' declaration details the
20 involvement, stress and risks they undertook as a result of this Action. Plaintiffs also assumed the serious
21 risk that they might possibly be liable for costs and fees to Defendants, as well as the reputational risk
22 of being "blacklisted" by other future employers for having filed a class action on behalf of fellow former
23 employees. Without the Plaintiffs' participation, cooperation and information, no other employees would
24 be receiving any benefit. The payment of service awards to successful class representatives is

25
26 ⁸ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 appropriate and the amount of \$10,000 is well within the currently awarded range for similar settlements.
2 The requested award is also reasonable by reference to the amounts that other California courts have
3 found to be reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline*
4 *L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards
5 of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865,
6 at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S.
7 Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v.*
8 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000
9 service award to each of six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*,
10 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was
11 \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000
12 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin.*
13 *Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in
14 overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles
15 County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless,*
16 *LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award);
17 *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court
18 (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
19 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service
20 award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12,
21 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential*
22 *Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding
23 \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County
24 Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*,
25 Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service
26 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
27 Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing,*
28

1 *Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service
2 award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July
3 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
4 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
5 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
6 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
7 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
8 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
9 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
10 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
11 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
12 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
13 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
14 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
15 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
16 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
17 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
18 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
19 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
20 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
21 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.
22 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG*
23 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,
24 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,
25 BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award);
26 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018)
27 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complanly*, U.S.D.C. Central District
28

1 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

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

19 16. As a result, Class Counsel respectfully requests approval of the application for award
20 of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of
21 litigation expenses in the amount of \$34,321.04, and approval of the requested service award to the
22 Plaintiffs.

23 17. In accordance with California Rules of Court, rule 3.769, I make the following
24

25 ⁹ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ¹⁰ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

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

1 disclosure. The Class Counsel Fees Payment awarded shall be allocated 60% to Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP, 26% to Diversity Law Group, P.C. and 14% to Polaris Law
3 Group.

4 I declare under penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct. Executed this 28th day of September, 2026, at San Diego, California.

6
7 /s/ Kyle R. Nodrehaug
8 KYLE R. NORDREHAUG
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EXHIBIT #1

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

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Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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Admitted: 2006, California

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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

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

Admitted: 2010, California

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

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

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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)

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

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Admitted: 2020, New Mexico

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

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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

Justin Hewgill

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2008, California,

Education: University of California, Riverside (B.A. 2005); University of California, Berkeley, School of Law (2005)

REPORTED CASES

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand

Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

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

Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC,

Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara

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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; Canada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; 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. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court,

Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-

00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Laura Weitz and Laila Faiz (“Plaintiffs”) and defendants Banana Republic, LLC and The Gap, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS`

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

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Weitz et al. v. Banana Republic, LLC et al.*, Case No. 23STCV19287, initiated on August 14, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Atticus Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendants Banana Republic, LLC and The Gap, Inc. who were classified as non-exempt retail store employees in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendants Banana Republic, LLC and The Gap, Inc. who were classified as non-exempt retail store employees in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, Andrew G. Ronan and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Larry W. Lee, Max W. Gavron, and Kwanporn “Mai” Tulyathan of Diversity Law Group, P.C. and Wiliam L. Marder of Polaris Law Group.
- 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 Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, 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 court-approved notice of class action settlement to be provided to the Class Members by the Administrator substantially in the form set forth as Exhibit A (which is attached hereto and incorporated by reference) to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from October 27, 2022 through July 4, 2025. All claims alleged and released through this Class Action and PAGA Settlement Agreement were previously alleged and released in a prior case titled *Ana Arman v. Banana Republic, LLC, et al.*, Case No. 37-2021-00007625-CU-OE-CTL, which was filed in San Diego Superior Court. The settlement of that case released all claims through October 26, 2022, partially barring the claims alleged and released in this case and, thus, the Class Period begins on the date following the *Arman* release period.
- 1.14. “Class Representative” or “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class

Representatives.

- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendants” mean Banana Republic, LLC and The Gap, Inc.
- 1.18. “Defense Counsel” means Jessica R. Perry, Katie E. Briscoe, Scott Morrison, Zoe B. Russell of Orrick, Herrington & Sutcliff, LLP.
- 1.19. “Effective Date” means the date by which 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 One Million Nine Hundred and Fifty Thousand Dollars (\$1,950,000) which is the total amount to be paid by Defendants 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 Defendants, 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 Amount and shall be paid by Defendants separate and in addition to the Gross Settlement Amount.
- 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 Pay Periods 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 Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from October 27, 2022 through July 4, 2025. All PAGA claims alleged and released through this Class Action and PAGA Settlement Agreement were previously alleged and released in a prior case titled *Ana Arman v. Banana Republic, LLC, et al.*, Case No. 37-2021-00007625-CU-OE-CTL, which was filed in San Diego Superior Court. The settlement of that case released all PAGA claims through October 26, 2022, partially barring the claims alleged and released in this case and, thus, the Class Period begins on the date following the *Arman* release period.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff Laura Weitz’s July 13, 2023 letter to

Defendants and the LWDA and Plaintiff Laila Faiz's September 18, 2023 letter to Defendant The Gap Inc. and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to LWDA (\$37,500) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. "Pay Period" means any Pay Period during which a Class Member worked for Defendants for at least one day during the Class Period.
- 1.37. "Plaintiffs" mean Laura Weitz and Laila Faiz, the named plaintiffs in the Action.
- 1.38. "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.
- 1.39. "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, and expressly excluding all other claims including Plaintiff Laura Weitz's other individual claims which are subject to a separate release as set forth in section 2.11 of this Agreement, and including claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period. For the avoidance of doubt, this release extends to all claims that occurred during the Class Period that Defendants failed to pay minimum, straight, and overtime wages for all time worked; failed to properly calculate the regular rate of pay; failed to provide compliant meal periods or pay meal premium payments when compliant meal periods were not provided; failed to provide compliant rest breaks or pay rest premium payments when compliant rest breaks were not provided; failed to provide accurate, itemized wage statements; failed to timely pay all wages owed every pay period and upon separation of employment; failed to reimburse employees all reasonable and necessary business expenses; failed to pay reporting time premium wages; failed to pay all sick pay wages; failed to provide suitable seating; failed to maintain complete and accurate employment records; engaged in unlawful business practices; and for alleged violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, Business & Professions Code § 17200, *et seq.*, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) and the applicable Wage Order(s).

1.40. “Released PAGA Claims” means all claims that the State of California and Aggrieved Employees will, as of the date of the Judgment, be deemed to have released for PAGA penalties, including all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California, and expressly excluding all other claims including Plaintiff Laura Weitz's individual non-PAGA claims which are subject to a separate release as set forth in section 2.11 of this Agreement, including claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA period. For the avoidance of doubt, this release extends to all claims for civil penalties under PAGA that occurred during the PAGA Period based on the allegations that Defendants failed to pay minimum, straight, and overtime wages for all time worked; failed to properly calculate the regular rate of pay; failed to provide compliant meal periods or pay meal premium payments when compliant meal periods were not provided; failed to provide compliant rest breaks or pay rest premium payments when compliant rest breaks were not provided; failed to provide accurate, itemized wage statements; failed to timely pay all wages owed every pay period and upon separation of employment; failed to reimburse employees all reasonable and necessary business expenses; failed to pay reporting time premium wages; failed to pay all sick pay wages; failed to provide suitable seating; failed to maintain complete and accurate employment records; engaged in unlawful business practices; and for alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) and the applicable Wage Order(s). Released PAGA Claims only release claims for civil penalties under PAGA as specified above. Released PAGA Claims do not include individual wage-and-hour claims held by private plaintiffs, including Aggrieved Employees in their individual capacities, for alleged unpaid wages, statutory penalties, liquidated damages, attorney fees, and costs.

1.41. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

1.42. “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.

1.43. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members, 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 who receive remailed Class Notice Packets that were returned as undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.

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

2. RECITALS

2.1. On August 14, 2023, Plaintiff Laura Weitz commenced this Action by filing a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles. Plaintiff Laura Weitz’s Class Action Complaint asserted claims that Defendants:

- (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; and,
- (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; and,
- (i) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246.

2.2. On October 19, 2023, Plaintiff Laura Weitz filed a Representative Action Complaint alleging a cause of action against Defendants for recovery of civil penalties under PAGA for violations of various Labor Code sections and individual claims for discrimination and retaliation under Fair Employment and Housing Act, Government Code Section 12900, *et seq.* (“FEHA”) and wrongful termination in violation of public policy in violation of California Government Code §12900 *et seq.* in the Superior Court of the State of California, County of Santa Clara (“PAGA Action”).

2.3. On November 28, 2023, Plaintiff Laila Faiz filed a Class and Representative Action Complaint against Defendant The Gap, Inc. in the Superior Court of the State of California, County of Alameda (“Faiz Action”). Plaintiff Laila Faiz’s Class and Representative Action Complaint asserted claims that Defendant The Gap, Inc:

- (a) Failed to pay sick pay wages at the regular rate of pay, in violation of California Labor Code §§ 201, 202 and 203; and,
- (b) Failed to provide accurate itemized wage statements in violation of California

Labor Code § 226; and,
(c) Violated PAGA based on the same allegations.

- 2.4. On February 2, 2024, Plaintiff Laura Weitz filed a First Amended Consolidated Class and Representative Action Complaint adding the PAGA claims alleged in the PAGA Action to this Action.
- 2.5. On July 7, 2024, Plaintiff Laura Weitz filed a Request for Dismissal of the PAGA Action without prejudice which was granted on July 25, 2024.
- 2.6. On September 24, 2024, Plaintiffs filed a Second Amended Consolidated Class and Representative Action Complaint adding Plaintiff Laila Faiz as a named plaintiff in this Action.
- 2.7. After the filing of the Second Amended Consolidated Class and Representative Action Complaint which consolidated the *Weitz* and *Faiz* matters, the Parties in the *Faiz* matter stipulated to dismiss the *Faiz* matter without prejudice. On November 7, 2024, the court dismissed the *Faiz* matter without prejudice.
- 2.8. The Second Amended Consolidated Class and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”).
- 2.9. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.10. On June 12, 2024, the Parties participated in an all-day mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and class actions. The Parties did not reach a settlement on that day. The Parties continued to litigate the case, while working with Mr. Ortman in parallel to continue efforts to reach a settlement. On February 27, 2025, Mr. Ortman issued a mediator’s proposal, which was accepted by all parties and memorialized in a Memorandum of Understanding executed on March 19, 2025. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.11. In addition to the Gross Settlement Amount, Defendants have agreed to separately settle Plaintiff Laura Weitz’ individual non-wage and hour claims, pursuant to a separate Confidential Individual Settlement Agreement (“Individual Settlement” or “Individual Settlement Agreement”) containing a general release. Plaintiff Weitz’s individual claims were not at issue in the Action and exist independent and apart from the class and PAGA claims at issue in the Action. Defendants desire to resolve all disputes with Plaintiff Weitz. Accordingly, the settlement and release of Plaintiff Weitz’s separate, individual claims is contingent upon this Court granting final approval of this class and PAGA settlement. A copy of Plaintiff Weitz’s separate settlement agreement has been filed with

the Court and is publicly available, except for the amount of payments to made to Plaintiff Weitz and her attorneys which have been redacted, for Class Members to review to inform their decision to participate in, object to, or opt out of this class and PAGA settlement.

- 2.12. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.13. 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 Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' 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, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.14. 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, Defendants promise to pay One Million Nine Hundred and Fifty Thousand Dollars (\$1,950,000) 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 Defendants to the Administrator. Defendants have 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 Defendants.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$10,000 to each Plaintiff (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives is entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' 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, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$650,000, and a Class Counsel Litigation Expenses Payment of not more than \$43,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. The payment of the Class Counsel Fees Payment shall be allocated as follows: 60% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 26% to Diversity Law Group, P.C. and 14% to and Polaris Law Group. The Class Counsel Litigation Expenses Payment shall be allocated between firms based upon the expenses actually incurred by each firm as set forth in the declarations by Class Counsel. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$55,000 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 \$55,000, 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 \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.
- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Individual PAGA Payments constitute non-wage penalties and will be reported on IRS Form 1099. 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. If the Court approves PAGA Penalties of more than the amount requested, the Administrator will subtract the difference from the Gross Settlement Amount.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods.
- i. Tax Allocation of Individual Class Payments. 40% 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. 60% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- (f) The settlement payments made to Plaintiffs and Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members

may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties' intention that this settlement will not affect any rights, contributions, or amounts to which Plaintiffs and Class Members may be entitled under any benefit plans. The payment under this Agreement shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

4.1. Class Workweeks and Aggrieved Employee Pay Periods. At the time Mr. Ortman issued his mediator's proposal for settlement of this Action, Defendant represented that an estimated 9,600 Class Members worked an estimated total of 199,411 pay periods through March 1, 2025. As reflected in Paragraph 9 of this Agreement, the Parties have included an escalator provision to address any increase in Pay Periods. The Class Period and PAGA Period are identical here, and the definitions of Class Member and Aggrieved Employee are likewise identical. Accordingly, all Pay Periods worked by any Class Member also count as PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants 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. Defendants have 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty-five (35) days after the Effective Date. The Administrator is responsible for apprising and shall apprise Defendants of the employer's share of payroll taxes amount at least 10 business days in advance of the funding deadline.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within fourteen (14) days after Defendants fund 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. Individual Class Payments shall not be mailed between October 23 through December 25.

- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. All checks for Individual Class Payments and/or Individual PAGA Payments must be accompanied with a transmittal note reminding recipients that the check is issued in connection with the settlement of this Action. The cover letter must include a QR code and/or website URL directing employees to an electronic version of the Class Notice.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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.

6.1. Plaintiffs' General Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and in exchange for their Class Representative Service Payments, Plaintiffs and their former and present representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that they had, now have, or may hereafter claim to have against said Released Parties, or any of them, arising out of, grounded upon, or in any way connected with their employment relationship with Defendants, their termination and/or release from employment, any damages they claim to have sustained while employed by Defendants, or any other transactions, occurrences, acts or omissions or any loss, damages or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of the Released Parties, or any of them, committed or omitted prior to the date of this Agreement ("Plaintiffs' General Release"). Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, Plaintiff Laura Weitz's individual non-wage and hour claims which are subject to a separate release as set forth in section 2.11 of 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. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

(a) Plaintiff's Laila Faiz's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff Laila Raiz's Release only, Plaintiff Laila Faiz 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.

This section 1542 waiver is not applicable to Plaintiff Laura Weitz, as Plaintiff Laura Weitz's claims are subject to a separate release as set forth in her Individual Settlement Agreement.

- 6.2. Release by Participating Class Members. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.
- 6.3. Release of PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.
- 7.1. Defendants’ Responsibilities. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendants shall aver that they are not aware of any other pending class, collective, or PAGA actions asserting claims that will be extinguished or adversely affected by the Settlement. Defendants will provide its election to Plaintiff between option (a) or (b) as set forth in Paragraph 9 in this Agreement before the Motion for Preliminary Approval is filed.
- 7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations

(Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Atticus Administration to serve as the Administrator and verified that, as a condition of appointment, Atticus Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, translating, 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 Administrator shall not disclose or reveal the Class Data to anyone outside of Administrator, including Class Counsel. The Parties and their Counsel

represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

8.3. Qualified Settlement Fund.

- (a) Upon transfer of the Gross Settlement Amount to the Administrator, such fund shall be held in a separate account established and maintained by the Administrator (the “Settlement Fund Account”). The Parties agree the Settlement Fund Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, and that the Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3).
- (b) Upon or before establishment of the Settlement Fund Account, the Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4) and shall provide Defendant with that employer identification number on a properly completed and signed IRS Form W-9.
- (c) The Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(l) and Treasury Regulation § 1.468B-2(1)(2).
- (d) Following its payment of the Gross Settlement Amount to the Administrator, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

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, Aggrieved Employees, Pay Periods, and PAGA Pay Periods in the Class Data.

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

Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.
- (e) Aggrieved Employees cannot opt out of the PAGA portion of the settlement.

8.6. Challenges to Calculation of Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Pay Periods 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 Pay Periods 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 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 Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

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

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

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

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

Information ('PII') of Defendants, Class Members, and Aggrieved Employees, consistent with all applicable laws and industry best practices.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on data available at the time the Parties accepted Mr. Ortman's mediator's proposal, Defendant represented that Class Members worked an estimated total of 199,411 Pay Periods through March 1, 2025. In regard hereto, Defendants are providing data to the Settlement Administrator for the Settlement Administrator to provide a declaration averring to the number of Class Members and Pay Periods for the Class during the Class Period. In the event that the number of Pay Periods through the end of the Class Period exceeds 199,411 by more than 10% (i.e., exceeds 219,353), then Defendants agree to increase the Gross Settlement Amount by a proportionate amount above 219,353 pay periods (e.g., a 1% increase above 219,353 will result in a 1% increase in the Gross Settlement Amount).
- 10. DEFENDANTS' 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, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, 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, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts

requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of the Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, 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, with the exception that Plaintiff's Counsel retains the right to appeal any reduction to the Class Counsel Fees Payment or Class Litigation Expenses Payment. 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' 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, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants 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/immediate family, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendants 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. Limited Use and Permanent Destruction 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 Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

Larry W. Lee
Mai Tulyathan
Diversity Law Group, APC
515 S. Figueroa Street, Suite 1250

Los Angeles, CA 90071
Tel: (213) 488-6555
Fax: (213) 488-6554
E-mail: lwlee@diversitylaw.com
ktulyathan@diversitylaw.com

To Defendants:

Jessica R. Perry
Katie E. Briscoe
Scott Morrison
Zoe B. Russell
Orrick, Herrington & Sutcliff, LLP
1000 Marsh Road
Menlo Park, CA 94025-1015
Tel.: (650) 614-7400
Fax: (650) 614-7401
E-Mail: jperry@orrick.com
kbriscoe@orrick.com
scott.morrison@orrick.com
zrussell@orrick.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign or pdf), 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 shall be extended for a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

03/19/2026
Dated: _____



Laura Hurtado Weitz (Mar 19, 2026 14:03:47 PDT)
Plaintiff Laura Weitz

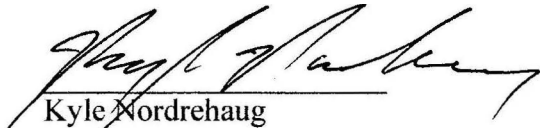
Dated: _____

Plaintiff Laila Faiz

Dated: _____

Julie Gruber
Executive Vice President, Chief Legal and Compliance Officer
For Defendants Banana Republic, LLC and The Gap, Inc.

Dated: 3/25/26



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Larry W. Lee
Diversity Law Group, P.C.
Attorney for Plaintiffs

Dated: _____

William L. Marder
Polaris Law Group
Attorney for Plaintiffs

Dated: _____

Jessica R. Perry
Katie E. Briscoe
Scott Morrison
Zoe B. Russell
Orrick, Herrington & Sutcliff, LLP
Attorney for Defendants Banana Republic, LLC and The Gap, Inc.

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Laura Weitz

Dated: 3/25/2026

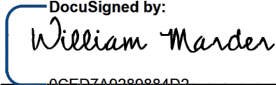
Plaintiff Laila Faiz

Dated: _____
Julie Gruber
Executive Vice President, Chief Legal and Compliance Officer
For Defendants Banana Republic, LLC and The Gap, Inc.

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 3/25/26

Larry W. Lee
Diversity Law Group, P.C.
Attorney for Plaintiffs

Dated: 3/25/2026

William L. Marder
Polaris Law Group
Attorney for Plaintiffs

Dated: _____
Jessica R. Perry
Katie E. Briscoe
Scott Morrison
Zoe B. Russell
Orrick, Herrington & Sutcliff, LLP
Attorney for Defendants Banana Republic, LLC and The Gap, Inc.

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Laura Weitz

Dated: _____

Plaintiff Laila Faiz

Dated: 3/20/2026



Julie Gruber
Executive Vice President, Chief Legal and Compliance Officer
For Defendants Banana Republic, LLC and The Gap, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Larry W. Lee
Diversity Law Group, P.C.
Attorney for Plaintiffs

Dated: _____

William L. Marder
Polaris Law Group
Attorney for Plaintiffs

Dated: 3/24/2026



Jessica R. Perry
Katie E. Briscoe
Scott Morrison
Zoe B. Russell
Orrick, Herrington & Sutcliff, LLP
Attorney for Defendants Banana Republic, LLC and The Gap, Inc.

EXHIBIT “A”

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

Weitz v. Banana Republic, LLC,
Superior Court of the State of California, County of Los Angeles, Case No. 23STCV19287

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Banana Republic, LLC and The Gap, Inc. (“Defendants”) for alleged wage and hour claims. The Action was filed by Plaintiffs Laura Weitz and Laila Faiz (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendants Banana Republic, LLC and The Gap, Inc. who were classified as non-exempt retail store employees in the State of California at any time during the Class Period (October 27, 2022 through July 4, 2025) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendants Banana Republic, LLC and The Gap, Inc. who were classified as non-exempt retail store employees in the State of California at any time during the PAGA Period (October 27, 2022 through July 4, 2025) (“Aggrieved Employees”).

The proposed Settlement has two parts that effect your legal rights: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). These components of the Settlement are discussed in more detail throughout this Notice.

Based on Defendants’ 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 Defendants’ 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 Defendants’ records showing that **you worked <<_____>> Pay Periods** during the Class Period and **you worked <<_____>> Pay Periods** during the PAGA Period. If you believe that you worked more Pay Periods, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

Defendants have also entered into a separate settlement with Plaintiff Laura Weitz in which Plaintiff Weitz will receive money for the settlement and release of claims that are unique to her based on allegations related to her employment with and separation from Banana Republic, LLC. Defendants desire a global resolution of all disputes between them and Plaintiff Weitz, so Plaintiff Weitz's individual settlement is contingent on the Court approving this Class Settlement as fair, but Plaintiff Weitz negotiated the settlement of her individual claims separately from and independently of her participation with Plaintiff Laila Faiz in the negotiation of this Class Settlement. A copy of the separate settlement agreement with Plaintiff Weitz has been filed with the Court and may be viewed on the Los Angeles Superior Court register of actions by searching for this case by Case No. 23STCV19287.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants 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 against Defendants 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 Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants 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 Defendants that are covered by this Settlement

	(Released Class Claims).
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. 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. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below) regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline ____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the ____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ____ at ____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 11 before Judge David S. Cunningham III. 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 Pay Periods / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (____)	The amount of your Individual Class Payment depends on how many pay periods you worked at least one day during the Class Period. The amount of your share of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period pay periods and number of PAGA Period pay periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this

	Notice
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1. What is action about?

Plaintiffs were employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick pay, and engaging in unfair competition. Plaintiffs also seek civil penalties in a representative claim under the Private Attorneys General Act (“PAGA”).

Defendants strongly deny that they violated any laws or failed to pay any wages and further deny any liability whatsoever to Plaintiffs, the Class, or Aggrieved Employees. Defendants contend they complied with all applicable laws.

2. What does it mean that the action has settled?

The Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendants. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million Nine Hundred and Fifty Thousand Dollars (\$1,950,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, Individual PAGA Payments, and 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

Defendants. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no later than 35 days after the Effective Date. The "Effective Date" means the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$55,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$650,000.00, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$43,000.00. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The payment of the Class Counsel Fees Payment shall be allocated as follows: 60% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 26% to Diversity Law Group, P.C. and 14% to Polaris Law Group. 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.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000.00 each to the Plaintiffs as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000.00 relating to Plaintiffs' claim under PAGA, \$37,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$12,500.00 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, which is October 27, 2022 through July 4, 2025.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$1,132,000. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods. "Pay Period" means any Pay Period during which a Class Member worked for Defendants for at least one day during the Class Period. The number of Pay Periods will be based on Defendants' records; however, Class Members may challenge the number of Pay Periods 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. Forty Percent (40%) 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. Sixty Percent (60%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

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

Administrator. The Court has appointed a neutral company, Atticus Administration. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are any and all claims that were alleged, or reasonably could have been alleged, based on the facts and/or theories alleged in the Operative Complaint filed in the Action, as amended, and/or PAGA Notice, as amended, which occurred during the Class Period during employment in a non-exempt position in California. The Released Class Claims are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, and expressly excluding all other claims including claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period. For the avoidance of doubt, this release extends to all claims that occurred during the Class Period that Defendants failed to pay minimum, straight, and overtime wages for all time worked; failed to properly calculate the regular rate of pay; failed to provide compliant meal periods or pay meal premium payments when compliant meal periods were not provided; failed to provide compliant rest breaks or pay rest premium payments when compliant rest breaks were not provided; failed to provide accurate, itemized wage statements; failed to timely pay all wages owed every pay period and upon separation of employment; failed to reimburse employees all reasonable and necessary business expenses; failed to pay reporting time premium wages; failed to pay all sick pay wages; failed to provide suitable seating; failed to maintain complete and accurate employment records; engaged in unlawful business practices; and for alleged violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, Business & Professions Code § 17200, *et seq.*, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) and the applicable Wage Order(s).

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 Defendants and any other

Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California, and expressly excluding all other claims including claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA period. For the avoidance of doubt, this release extends to all claims for civil penalties under PAGA that occurred during the PAGA Period based on the allegations that Defendants failed to pay minimum, straight, and overtime wages for all time worked; failed to properly calculate the regular rate of pay; failed to provide compliant meal periods or pay meal premium payments when compliant meal periods were not provided; failed to provide compliant rest breaks or pay rest premium payments when compliant rest breaks were not provided; failed to provide accurate, itemized wage statements; failed to timely pay all wages owed every pay period and upon separation of employment; failed to reimburse employees all reasonable and necessary business expenses; failed to pay reporting time premium wages; failed to pay all sick pay wages; failed to provide suitable seating; failed to maintain complete and accurate employment records; engaged in unlawful business practices; and for alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) and the applicable Wage Order(s). Released PAGA Claims only release claims for civil penalties under PAGA as specified above. Released PAGA Claims do not include individual wage-and-hour claims held by private plaintiffs, including Aggrieved Employees in their individual capacities, for alleged unpaid wages, statutory penalties, liquidated damages, attorney fees, and costs

Released Parties. The Released Parties are: Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods.

Defendants' records reflect that you worked <<____>> Pay Periods during the Class Period (October 27, 2022 through July 4, 2025).

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

Defendants' records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (October 27, 2022 through July 4, 2025). Based on this information your estimated Individual PAGA Payment is <<_____>>.

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

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

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.

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you**

will retain the right to sue Defendants for the Released Class Claims. However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. The PAGA Penalties amount is \$50,000.00, of which \$12,500.00 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Weitz v. Banana Republic, LLC* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Weitz v. Banana Republic, LLC*, Case No. 23STCV19287. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Weitz v. Banana Republic, LLC* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 23STCV19287.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Weitz v. Banana Republic, LLC*, Case No. 23STCV19287, and include your name, current address, email or telephone number, and approximate dates of

employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Atticus Administraion

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

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. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

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9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 11 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012,

before Judge David S. Cunningham III. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

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 *Weitz v. Banana Republic, LLC*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 23STCV19287.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Weitz v. Banana Republic, LLC* 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 final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Weitz v. Banana Republic, LLC*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 23STCV19287. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before

the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund website for instructions on how to retrieve the funds.

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LAURA WEITZ and LAILA FAIZ, individuals,
on behalf of themselves and on behalf of all
persons similarly situated, and on behalf of the
State of California, as a private attorney general,

Plaintiffs,

vs.

BANANA REPUBLIC, LLC, a Limited
Liability Company; THE GAP, INC., a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **23STCV19287**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. David S. Cunningham III
Dept: SS-11

Date Filed: April 17, 2023
Trial Date: Not set

This matter came before the Honorable David S. Cunningham III of the Superior Court of the State of California, in and for the County Los Angeles, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Laura Weitz and Laila Faiz (collectively, "Plaintiffs") for preliminary approval of the Class Action and PAGA Settlement with Defendants Banana Republic, LLC and The Gap, Inc. ("Defendants"). The Court, having considered the briefs,

1 argument of counsel and all matters presented to the Court and good cause appearing, hereby
2 GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3
4 **IT IS HEREBY ORDERED:**

5 1. The Court preliminarily approves the First Amended Class Action and PAGA
6 Settlement Agreement ("Agreement") attached as Exhibit ____ to the Supplemental Declaration of
7 Kyle Nordrehaug in Support of Plaintiffs' Motion for Preliminary Approval of Class Action
8 Settlement. This is based on the Court's determination that the Settlement set forth in the
9 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382
10 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

13 3. The Gross Settlement Amount that Defendants shall pay is One Million Nine
14 Hundred and Fifty Thousand Dollars (\$1,950,000). It appears to the Court on a preliminary basis
15 that the settlement amount and terms are fair, adequate and reasonable as to all potential Class
16 Members when balanced against the probable outcome of further litigation and the significant
17 risks relating to certification, liability and damages issues. It further appears that investigation and
18 research have been conducted such that counsel for the Parties are able to reasonably evaluate
19 their respective positions. It further appears to the Court that the Settlement will avoid substantial
20 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
21 further prosecution of the Action. It further appears that the Settlement has been reached as the
22 result of serious and non-collusive, arm's-length negotiations.

23 4. The Court preliminarily finds that the Settlement appears to be within the range of
24 reasonableness of a settlement that could ultimately be given final approval by this Court. The
25 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
26 preliminarily finds that the monetary settlement awards made available to the Class is fair,
27 adequate, and reasonable when balanced against the probable outcome of further litigation and the
28

1 significant risks relating to certification, liability, and damages issues.

2 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
3 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$43,000, and
4 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
5 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
6 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
7 evidence supporting these requests, including lodestar, prior to final approval.

8 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
9 representative treatment and certification of a class for settlement purposes only. This stipulation
10 will not be deemed admissible in this, or any other proceeding should this Settlement not become
11 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
12 "all individuals who are or previously were employed by Defendants Banana Republic, LLC and
13 The Gap, Inc. who were classified as non-exempt retail store employees in the State of California
14 at any time during the Class Period." The "Class Period" is October 27, 2022 through July 4,
15 2025.

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

26 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
28

Christine T. LeVu, Andrew G. Ronan and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Larry W. Lee, Max W. Gavron, and Kwanporn “Mai” Tulyathan of Diversity Law Group, P.C. and Wiliam L. Marder of Polaris Law Group as Class Counsel for the Class.

9. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount of \$50,000.00, which shall be allocated \$37,500.00 to the Labor & Workforce Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$12,500.00 to the Aggrieved Employees. “Aggrieved Employees” are all individuals who are or previously were employed by Defendants Banana Republic, LLC and The Gap, Inc. who were classified as non-exempt retail store employees in the State of California at any time during the PAGA Period (October 27, 2022 through July 4, 2025). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

10. The Court hereby approves, as to form and content, the Class Notice attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement, of the Class Members’ right to be excluded from the Class by submitting a written opt-out request, and of each member’s right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect address, the Administrator will promptly search for a more current address for the Class Member and re-mail the Class Notice Packet to any new address for the Class Member no later than seven (7) days after the receipt of the undelivered Class Notice.

11. The Court hereby appoints Atticus Administration as the Administrator. No later

1 than fifteen (15) days after this Order, Defendants will provide the Class Data to the
2 Administrator. The Administrator will perform address updates and verifications as necessary
3 prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later
4 than fourteen (14) days after receiving the Class Data, the Administrator will mail the Class Notice
5 Packet to all Class Members via first-class regular U.S. Mail to their last known address.

6 12. The Court hereby preliminarily approves the proposed procedure for exclusion
7 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
8 from the Class as provided in the Class Notice by following the instructions for requesting
9 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
10 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
11 Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response Deadline
12 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
13 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
14 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
15 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
16 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
17 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
18 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
19 group, class, or subclass of individuals is not permitted and will be deemed invalid.

20 13. Any Class Member who has not opted out may appear at the final approval hearing
21 and may object or express the Member's views regarding the Settlement and may present evidence
22 and file briefs or other papers that may be proper and relevant to the issues to be heard and
23 determined by the Court as provided in the Class Notice. Class Members will have until the
24 Response Deadline to submit their written objections to the Administrator. Written objections
25 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
26 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
27
28

1 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
2 Hearing to make an oral objection.

3 14. A final approval hearing shall be held before this Court on _____
4 _____ at _____ in Department 11 at the Spring Street Courthouse of the Los
5 Angeles County Superior Court to hear the motion for final approval and for attorneys' fees and
6 costs, and to determine all necessary matters concerning the Settlement, including: whether the
7 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
8 fair, adequate and reasonable and should be finally approved by the Court; whether the Final
9 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
10 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
11 to finally approve attorneys' fees and costs, service award, and the fees and expenses of the
12 Administrator. All papers in support of the motion for final approval shall be filed with the Court
13 and served on all counsel no later than sixteen (16) court days before the hearing and the motion
14 shall be heard at this final approval hearing.

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

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

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

IT IS SO ORDERED.

Dated: _____

HON. DAVID S. CUNNINGHAM III
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LAURA WEITZ and LAILA FAIZ,
individuals, on behalf of themselves and on
behalf of all persons similarly situated, and on
behalf of the State of California, as a private
attorney general,

Plaintiff,

vs.

BANANA REPUBLIC, LLC, a Limited
Liability Company; THE GAP, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 23STCV19287

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. David S. Cunningham III
Dept: SS-11

Date Filed: April 17, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiffs Laura Weitz and Laila Faiz (“Plaintiffs”) for an order
2 finally approving the First Amended Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendants Banana Republic, LLC and The Gap, Inc., attorneys’ fees and
4 costs, service payments, and the expenses of the Administrator duly came on for hearing on
5 _____ before the Honorable David S. Cunningham III.

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 Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, 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 One Million Nine Hundred
16 and Fifty Thousand Dollars (\$1,950,000) and the terms set forth in the Agreement are fair,
17 reasonable, and 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, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

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

27 **Notice to the Class**

28

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

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

22 **Fairness of the Settlement**

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

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiffs and Class Counsel's investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 and PAGA litigation. Class Counsel recommended approval of the Agreement.

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

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

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

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

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$650,000 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in light of
19 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
21 lodestar and billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for a Class Representative Service Payments of not more
24 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the amount of \$_____ each to the Plaintiffs are
26 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
27 their time and effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

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

8 **PAGA Penalties**

9 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
10 of \$50,000.00, which shall be allocated \$37,500.00 to the Labor & Workforce Development
11 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$12,500.00 to be distributed to the Aggrieved Employees
13 and allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
14 Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved
15 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
16 PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were
17 employed by Defendants Banana Republic, LLC and The Gap, Inc. who were classified as non-
18 exempt retail store employees in the State of California at any time during the PAGA Period
19 (October 27, 2022 through July 4, 2025). Pursuant to Labor Code section 2699, the LWDA was
20 provided notice of the Agreement and these settlement terms and has not indicated any objection
21 thereto. The Court finds the PAGA Penalties to be reasonable.

22 **II.**

23 **ORDERS**

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

25 15. The Class is certified for the purposes of settlement only. The Class is defined as
26 follows:

27 All individuals who are or previously were employed by Defendants Banana
28 Republic, LLC and The Gap, Inc. who were classified as non-exempt retail store

1 employees in the State of California at any time during the Class Period (October
2 27, 2022 through July 4, 2025).

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

6 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendants shall fully fund the Gross Settlement Amount, and also fund
8 the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to
9 the Administrator no later than 35 days after the Effective Date. Individual Class Payments shall
10 not be mailed between October 23 through December 25. All checks for Individual Class
11 Payments and/or Individual PAGA Payments must be accompanied with a transmittal note
12 reminding recipients that the check is issued in connection with the settlement of this Action. The
13 cover letter must include a QR code and/or website URL directing employees to an electronic
14 version of the Class Notice.

15 18. Class Counsel are awarded attorneys’ fees in the amount of \$650,000 and costs in
16 the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
17 reimbursement from Defendants, Plaintiffs or members of the Class.

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

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

22 21. The PAGA Penalties of \$50,000.00 is approved and is to be distributed in
23 accordance with the Agreement.

24 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
25 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

26 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
27 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
28 any wrongdoing by Defendants or that this Action is appropriate for class or representative

1 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
2 the Agreement, nor any document referred to herein, nor any action taken to carry out the
3 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
4 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
5 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
6 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
7 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
8 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
9 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
10 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
11 Released Class Claims and/or Released PAGA Claims.

12 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
13 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
14 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall
15 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual
16 Class Members.

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

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

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

1 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
2 provided in the Agreement and in this Final Approval Order and Judgment.

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

7 (a) Plaintiffs and all Participating Class Members, on behalf of themselves and
8 their respective former and present representatives, agents, attorneys, heirs, administrators,
9 successors, and assigns, release Released Parties from the Released Class Claims. The "Released
10 Class Claims" are any and all claims that were alleged, or reasonably could have been alleged,
11 based on the facts and/or theories alleged in the Operative Complaint filed in the Action, as
12 amended, and/or PAGA Notice, as amended, which occurred during the Class Period during
13 employment in a non-exempt position in California. The Released Class Claims are all claims that
14 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
15 Complaint which occurred during the Class Period during employment in a non-exempt position
16 in California, and expressly excluding all other claims including claims for vested benefits,
17 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
18 security, workers' compensation, and California class claims outside of the Class Period. For the
19 avoidance of doubt, this release extends to all claims that occurred during the Class Period that
20 Defendants failed to pay minimum, straight, and overtime wages for all time worked; failed to
21 properly calculate the regular rate of pay; failed to provide compliant meal periods or pay meal
22 premium payments when compliant meal periods were not provided; failed to provide compliant
23 rest breaks or pay rest premium payments when compliant rest breaks were not provided; failed to
24 provide accurate, itemized wage statements; failed to timely pay all wages owed every pay period
25 and upon separation of employment; failed to reimburse employees all reasonable and necessary
26 business expenses; failed to pay reporting time premium wages; failed to pay all sick pay wages;
27 failed to provide suitable seating; failed to maintain complete and accurate employment records;

1 engaged in unlawful business practices; and for alleged violations of Labor Code §§ 201, 202,
2 203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1194, 1197,
3 1197.1, 1198, 2802, Business & Professions Code § 17200, *et seq.*, and California Code of
4 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) and the applicable Wage Order(s).

5 (b) Plaintiffs, all Aggrieved Employees and the LWDA are deemed to release,
6 on behalf of themselves and their respective former and present representatives, agents, attorneys,
7 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
8 Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or
9 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
10 PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt
11 position in California, and expressly excluding all other claims including claims for vested
12 benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
13 social security, workers' compensation, and PAGA claims outside of the PAGA period. For the
14 avoidance of doubt, this release extends to all claims for civil penalties under PAGA that occurred
15 during the PAGA Period based on the allegations that Defendants failed to pay minimum, straight,
16 and overtime wages for all time worked; failed to properly calculate the regular rate of pay; failed
17 to provide compliant meal periods or pay meal premium payments when compliant meal periods
18 were not provided; failed to provide compliant rest breaks or pay rest premium payments when
19 compliant rest breaks were not provided; failed to provide accurate, itemized wage statements;
20 failed to timely pay all wages owed every pay period and upon separation of employment; failed
21 to reimburse employees all reasonable and necessary business expenses; failed to pay reporting
22 time premium wages; failed to pay all sick pay wages; failed to provide suitable seating; failed to
23 maintain complete and accurate employment records; engaged in unlawful business practices; and
24 for alleged violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226, 226.7,
25 227.3, 233, 246, 246.5, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of
26 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) and the applicable Wage Order(s).
27 Released PAGA Claims only release claims for civil penalties under PAGA as specified above.

1 Released PAGA Claims do not include individual wage-and-hour claims held by private plaintiffs,
2 including Aggrieved Employees in their individual capacities, for alleged unpaid wages, statutory
3 penalties, liquidated damages, attorney fees, and costs.

4 (c) Plaintiffs and their former and present representatives, agents, attorneys,
5 heirs, administrators, successors and assigns generally, release and discharge Released Parties
6 from the Plaintiffs' General Release, as fully set forth in the Agreement.

7 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
8 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
9 Administrator shall transmit the funds represented by such checks to the California Controller's
10 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
11 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

12 30. The Court hereby enters judgment in the entire Action as of the filing date of this
13 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
14 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
15 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
16 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

18
19 Dated: _____

20 _____
21 HON. DAVID S. CUNNINGHAM III
22 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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: 09/28/2026
Due On: 10/28/2026

Laura Hurtado Weitz
1278 South Camden Drive #203
Los Angeles, CA 90035

CA2963

Banana Republic; Gap, Inc.

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	08/12/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	08/12/2023	Review & analyze employment file documents/ 1198.5 response docs	1.50	\$675.00	\$1,012.50
RE	08/12/2023	Review/edit/revise class action complaint draft; finalize draft for filing	2.20	\$675.00	\$1,485.00
RE	08/14/2023	Draft summons & complaint re class action	0.50	\$675.00	\$337.50
RE	08/14/2023	Review & finalize class action complaint package; file in LA Sup. Ct.	0.50	\$675.00	\$337.50
RE	08/14/2023	Review court-returned documents; review docket re class action; memo to firm re judicial/ department assignment and status of initial case management conference/future hearings	0.50	\$675.00	\$337.50
ASC	08/15/2023	Email client Weitz re initial contact with team c and phone call with AGR	0.20	\$250.00	\$50.00
ASC	08/15/2023	Class - Add case to spreadsheets, courtlinks, add FC, review case status, add to draft discovery list	0.30	\$250.00	\$75.00
KN	08/15/2023	Review filed complaint; review Court notices; review memo from RE; assess next steps and advise Team	0.50	\$950.00	\$475.00
AR	08/17/2023	Multiple correspondence with client regarding	0.30	\$550.00	\$165.00

		intake call.			
AR	08/17/2023	Conduct intake call with client; draft case intake sheet.	1.80	\$550.00	\$990.00
ASC	08/31/2023	Review status of case and add to client contact spreadsheet to do initial intake for liability form	0.10	\$250.00	\$25.00
CL	09/05/2023	Receipt and review ISC Order and Order re: newly filed case.	0.30	\$750.00	\$225.00
ASC	09/06/2023	Review ISC order and order re newly filed case, add to service folder for RE to serve, monitor if served	0.30	\$250.00	\$75.00
RE	09/11/2023	Review file; prep initial docs for service of process re class action; identify reg. agents; send out for service per initial status conference order	0.70	\$675.00	\$472.50
CL	09/12/2023	Email from S. Morrison re: meet and confer re: overlapping cases.	0.30	\$750.00	\$225.00
CL	09/13/2023	Email from/to S. Morrison re meet and confer re: related cases; Telephone call to S. Morrison re: same.	0.50	\$750.00	\$375.00
ASC	09/13/2023	Review courtlinks alert re Order re newly filed case and ISC order; confirm RE sent out for service along with SOP	0.20	\$250.00	\$50.00
RE	09/14/2023	File proof of service of summons re class action re 2 defendants; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
SB	09/15/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
ASC	10/02/2023	Class - review status of file, POS summons filed, case stayed until SC	0.20	\$250.00	\$50.00
ASC	10/11/2023	Review courtlink alert re 8/29/23 minute order re newly filed case, confirm dates on calendar, case stayed	0.30	\$250.00	\$75.00
SB	10/13/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
RE	10/14/2023	Review file; draft PAGA-only & wrongful termination/discrimination complaint	4.00	\$675.00	\$2,700.00
ASC	10/16/2023	Review ISC order, email OPC re using caseanywhere as e-service provider	0.40	\$250.00	\$100.00
ASC	10/17/2023	Email caseanywhere re launch case and cc OPC	0.30	\$250.00	\$75.00
CL	10/17/2023	Email from/to K. Briscoe re: related case and conference call.	0.30	\$750.00	\$225.00
CL	10/17/2023	Emails from CaseAnywhere re launch of case file.	0.20	\$750.00	\$150.00

CL	10/17/2023	Receipt and review Case Anywhere Service Initiation memo.	0.10	\$750.00	\$75.00
CL	10/17/2023	Email from K Briscoe re: CaseAnywhere and service contact list.	0.20	\$750.00	\$150.00
RE	10/19/2023	Draft summons & civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50
RE	10/19/2023	Review & finalize PAGA only complaint package; file in Santa Clara Sup. Ct.	0.50	\$675.00	\$337.50
RE	10/19/2023	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
RE	10/19/2023	Review court-returned documents re PAGA action; review docket; memo to firm re judicial/department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
CL	10/20/2023	Prepare for call with K. Briscoe; review and analyze ISC Order; Review and analyze Aman settlement agreement and operative complaint; Draft memorandum to file re: overlapping claims.	0.80	\$750.00	\$600.00
CL	10/20/2023	Telephone call with with K. Briscoe; meet and confer re: ISC Order; Aman settlement agreement, facts of Hayes and Eton matter; Draft memorandum to file re: other overlapping claims and mediation.	0.60	\$750.00	\$450.00
CL	10/20/2023	Email to/from K. Briscoe mediation and order overruling demurrer re: sick pay claims.	0.40	\$750.00	\$300.00
CL	10/20/2023	Discuss with AJ overlapping claims and releases; Email to K. Briscoe re: conference call re: Eton mediation.	0.50	\$750.00	\$375.00
CL	10/20/2023	Telephone call with K. Briscoe re: Eaton mediation and attending mediation; Discuss with AJ defendants position on Eaton mediation.	0.40	\$750.00	\$300.00
KN	10/21/2023	Review filed PAGA complaint; review Court notices; review memo from RE; advise Team as to next steps	0.40	\$950.00	\$380.00
CL	10/24/2023	Draft and revise Joint Initial Case Management Statement.	0.90	\$750.00	\$675.00
CL	10/24/2023	Email from/to S. Morrison re: meet and confer re: Joint Initial Case Management Statement.	0.30	\$750.00	\$225.00
CL	10/24/2023	Email from/to S. Morrison re: revisions to Joint CMS; revise Joint CMS.	0.30	\$750.00	\$225.00
ASC	10/26/2023	Class - Review status of case, confirm 10/31 ISC hearing on calendar, set up remote appearance via court connect	0.30	\$250.00	\$75.00

ASC	10/26/2023	Locate and download operative complaints for related cases Hayes, Eton (x2), MFA docs and CMS, add to file and email to CTL for review	0.80	\$250.00	\$200.00
CL	10/27/2023	Receipt and review Order deeming case complex	0.30	\$750.00	\$225.00
CL	10/31/2023	Prepare for ISC hearing; Attend ISC hearing; draft memorandum to file re; Court's order.	0.80	\$750.00	\$600.00
CL	10/31/2023	Draft notice of ruling re: Court's ISC Order.	0.50	\$750.00	\$375.00
CL	10/31/2023	Email to/from K. Briscoe re: meet and confer conference call in compliance with Court's Order.	0.30	\$750.00	\$225.00
ASC	10/31/2023	Finalize notice of ruling, fix formatting, add POS, file via One Legal, serve via caseanywhere	0.50	\$250.00	\$125.00
CL	11/01/2023	Email from K. Briscoe re: mediation with Tripper Ortman.	0.30	\$750.00	\$225.00
YS	11/02/2023	Add case to Team C's MASTER excel sheet	0.10	\$250.00	\$25.00
ASC	11/08/2023	Email OPC to follow up re setting up mediation date with Tripper	0.20	\$250.00	\$50.00
YS	11/08/2023	Review summons for the PAGA case, add case to firm's discovery excel chart, review file for order staying discovery and any notice of CMC. Confirmed 3/6 CMC and 2/20 deadline to file CMC dates were calendared.	0.30	\$250.00	\$75.00
CL	11/09/2023	Email from/to S. Stitt re: Joint CMS and confirmation of mediation.	0.30	\$750.00	\$225.00
YS	11/09/2023	Add PAGA case in Courtlinks to receive notifications. Check calendar for any Nov deadlines, add case to team's Monthly Chart spreadsheet. Confirm flowchart is in the file.	0.20	\$250.00	\$50.00
RE	12/14/2023	Review file; prep docs for service of process re PAGA action; identify reg. agents; send out for service via Knox	0.75	\$675.00	\$506.25
AR	12/15/2023	Review file in preparation for mediation data request; draft template request and instructions for AC.	0.80	\$550.00	\$440.00
ASC	12/27/2023	review and organize plaintiff's documents, sort by category and chronologically; combine	1.50	\$250.00	\$375.00
ASC	12/27/2023	Draft Mediation data request	0.50	\$250.00	\$125.00
RE	12/28/2023	File proof of service of summons re two defendants re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
AR	01/04/2024	Review and outline documents for mediation data request; update for exhibit book.	1.00	\$550.00	\$550.00

AR	01/04/2024	Revise mediation data request; correspondence with AC regarding the same.	0.60	\$550.00	\$330.00
ASC	01/08/2024	Organize plaintiff's documents, combine, bates stamp, redact and add to exhibit book in preparation for mediation	1.50	\$250.00	\$375.00
AR	01/08/2024	Receive and review additional documents from client; review and update.	0.70	\$550.00	\$385.00
AR	01/08/2024	Update exhibit book and revise data request; submit to AB for review.	0.80	\$550.00	\$440.00
AR	01/10/2024	Revise, finalize, and serve mediation data request; update file.	0.50	\$550.00	\$275.00
CL	01/11/2024	Conference call with S. Morrison and K. Briscoe re: mediation, scope of class, production, CMS and FAC.	0.50	\$750.00	\$375.00
CL	01/11/2024	Email to S. Morrison and K. Briscoe re: mediation, scope of class, production, CMS, FAC, Stipulation to Stay Pending Mediation; Stipulation for Leave to File FAC.	0.40	\$750.00	\$300.00
CL	01/11/2024	Email to E. Lietzow re: plaintiff's damages analysis in preparation for mediation.	0.30	\$750.00	\$225.00
CL	01/11/2024	Email to S. Morrison re: meet and confer re: BR class members and locations.	0.20	\$750.00	\$150.00
ASC	01/16/2024	Draft stipulation to consolidate class and paga actions by filing FAC in the class action	0.50	\$250.00	\$125.00
CL	01/16/2024	Revise Stipulation to Consolidate Class and PAGA action and to amend FACC to include relation back and PAGA recovery period.	0.60	\$750.00	\$450.00
YS	01/17/2024	Update class list spreadsheet with estimate AE size.	0.10	\$250.00	\$25.00
ASC	01/17/2024	Draft FACC to add PAGA COA	0.70	\$250.00	\$175.00
CL	01/17/2024	Revise First Amended Consolidated Complaint and Stipulation to Leave.	0.30	\$750.00	\$225.00
ASC	01/17/2024	Finalize draft stipulation to consolidate class and PAGA actions and draft FACC, and circulate to OPC for review	0.50	\$250.00	\$125.00
KN	01/17/2024	Review status; review draft FAC; analysis of issues; advise Team	0.50	\$950.00	\$475.00
ASC	01/19/2024	Email OPC re follow up on stip to file FAC	0.20	\$250.00	\$50.00
AR	01/22/2024	Review file for status; draft joint statement and submit to opposing counsel.	1.20	\$550.00	\$660.00

ASC	01/24/2024	Finalize joint stip to file FACC, attach exhibit prepare POS, file via one legal, serve via case anywhere	0.50	\$250.00	\$125.00
ASC	01/24/2024	Finalize joint CMS, attach POS, file via one legal, serve via case anywhere	0.30	\$250.00	\$75.00
AR	01/24/2024	Receive and review revisions to joint statement and stipulation; draft further revisions and submit to opposing counsel.	0.50	\$550.00	\$275.00
ASC	01/26/2024	Draft stip to stay pending mediation, send to OPC for review	0.50	\$250.00	\$125.00
YS	01/26/2024	[Class] Review status of case, Confirm 1/29 Further status conference on calendar, Arrange remote appearance via LACC portal, Circulate log-in info.	0.40	\$250.00	\$100.00
YS	01/29/2024	Finalize notice of ruling re CMC for service. Prepare POS. File via Onelegal. Upload to Caseanywhere for service. Create alert for case on Courtlinks.	0.50	\$250.00	\$125.00
AR	01/29/2024	Review file in advance of status conference; draft summary.	0.70	\$550.00	\$385.00
AR	01/29/2024	Prepare for and attend status conference; draft and circulate summary.	1.50	\$550.00	\$825.00
AR	01/29/2024	Draft notice of ruling; submit for filing.	0.80	\$550.00	\$440.00
YS	02/01/2024	Review alert from Courtlinks re stip for leave to file FACC. Retrieve signed order granting leave. Email to Court Docs to circulate.	0.20	\$250.00	\$50.00
ASC	02/01/2024	Follow up with OPC via email re stipulation to stay	0.20	\$250.00	\$50.00
ASC	02/01/2024	Review courtlinks notification re stip to file FAC, have FAC filed	0.30	\$250.00	\$75.00
YS	02/02/2024	Finalize FACC for service. Prepare POS. File it via Onelegal. Upload via Caseanywhere. Email to Court docs for circulation.	0.60	\$250.00	\$150.00
CL	02/12/2024	Revise Stipulation to Stay Pending Mediation; Email to/from S. Morrison re: revisions to same.	0.60	\$750.00	\$450.00
ASC	02/20/2024	Discuss case strategy re upcoming CMC and draft stipulation to stay pending mediation	0.70	\$250.00	\$175.00
CL	02/21/2024	Draft and review Stipulation to Stay Pending Mediation of Class claims ONLY; Discuss with Adolfo re same.	0.50	\$750.00	\$375.00
ASC	02/21/2024	Telephone conference with CTL to discuss case strategy and path to consolidate class and PAGA matters	0.50	\$250.00	\$125.00

ASC	02/21/2024	PAGA - Revise and send draft stip to OPC for review	0.40	\$250.00	\$100.00
AR	02/22/2024	Review file for status; review related case; multiple correspondence with AC regarding mediation data.	0.40	\$550.00	\$220.00
AR	02/22/2024	Update file and exhibit book for mediation.	1.00	\$550.00	\$550.00
CL	02/26/2024	Email from/to S. Morrison re: Stipulation to stay pending mediation revisions.	0.30	\$750.00	\$225.00
CL	02/26/2024	Revise and finalize Stipulation to stay pending mediation revisions.	0.40	\$750.00	\$300.00
CL	02/26/2024	Email from S. Morrison re: stipulation to stay pending mediation.	0.30	\$750.00	\$225.00
CL	02/26/2024	Revise and finalize stipulation to stay pending mediation.	0.30	\$750.00	\$225.00
YS	02/27/2024	[PAGA] Finalize Stipulation to stay matter pending mediation. Prepare POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	02/27/2024	[Class] Finalize Stipulation to stay matter pending mediation. Prepare POS. File via Onelegal. Upload stip to Caseanywhere to serve OPC. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
AR	02/28/2024	Review file and docket for status in advance of CMC; draft summary correspondence.	0.50	\$550.00	\$275.00
YS	03/04/2024	[Class/PAGA] Review file re status of cases. Update internal discovery spreadsheet with status: in arb.	0.10	\$250.00	\$25.00
CL	03/04/2024	Receipt and review Notice of rescheduled CMC	0.20	\$750.00	\$150.00
AR	03/04/2024	Multiple correspondence regarding status; review order and draft follow up correspondence.	0.50	\$550.00	\$275.00
YS	03/05/2024	[PAGA] Review Courtlinks alert re Notice CMC Reset. Confirm new date, 7/31, is calendared.	0.10	\$250.00	\$25.00
ASC	03/05/2024	PAGA - Confirm no CMS due because case stayed pending mediation and CMC continued	0.30	\$250.00	\$75.00
CL	03/08/2024	Receipt and review Notice of Related Case.	0.30	\$750.00	\$225.00
YS	03/08/2024	Review Def's Notice of Related Cases. Retrieve complaint(s) for related Faiz case. Update file.	0.20	\$250.00	\$50.00
YS	03/11/2024	[Class] Review ROA for order granting stay pending mediation. Retrieve order from Courtlinks. Email to Court Docs for circulation. Update file with order.	0.20	\$250.00	\$50.00

YS	03/11/2024	[PAGA] Review ROA and Courtlinks for order granting stay pending mediation. Order unavailable to retrieve.	0.20	\$250.00	\$50.00
CL	03/12/2024	Receipt and review Order granting stipulation to stay pending mediation; Discuss with AJ re: same.	0.30	\$750.00	\$225.00
CL	03/20/2024	Email from S. Morrison re: mediation numbers.	0.30	\$750.00	\$225.00
ASC	04/02/2024	Follow up with S. Morrison re number of stores, employees and class members for mediation	0.30	\$250.00	\$75.00
ASC	04/15/2024	Follow up with S. Morrison re number of stores, employees and class members for mediation	0.30	\$250.00	\$75.00
ASC	04/19/2024	Review email from S. Morrison re class size, update case notes	0.40	\$250.00	\$100.00
AR	05/09/2024	Review file for status of mediation data; email opposing counsel; update matrix.	0.60	\$550.00	\$330.00
AR	05/15/2024	Follow up correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
YS	05/16/2024	Download documents from Def's for mediation. Create Box folder, upload files. Email to Bennet re new Box folder. Update case file with Def's documents. Email to Court Docs for circulation.	1.00	\$250.00	\$250.00
YS	05/16/2024	Update and finalize exhibit book with Def's documents for mediation.	1.00	\$250.00	\$250.00
AR	05/16/2024	Receive and review mediation data; draft follow up correspondence; update file.	1.20	\$550.00	\$660.00
AR	05/17/2024	Multiple correspondence with VR and expert regarding mediation data; update file.	0.80	\$550.00	\$440.00
AR	05/21/2024	Begin extraction of relevant documents for mediation folder; begin updating mediation spreadsheet.	1.00	\$550.00	\$550.00
AR	05/23/2024	Complete review and updating of exhibit book; complete drafting of mediation matrix.	1.80	\$550.00	\$990.00
KN	05/25/2024	Review documents and Exhibit book from Team; analyze facts and claims	1.00	\$950.00	\$950.00
YS	05/28/2024	Update internal spreadsheet with employee size, workweeks and pay periods	0.20	\$250.00	\$50.00
AR	05/31/2024	Review file for status of mediation data; multiple correspondence with expert regarding the same.	0.50	\$550.00	\$275.00
ASC	05/31/2024	Email Y. Silva re access to mediation docs to expert	0.30	\$250.00	\$75.00

AR	06/03/2024	Review file for prior settlement; outline settlement agreement and approval order; draft follow up correspondence with expert and AC.	0.70	\$550.00	\$385.00
ASC	06/03/2024	Review procedural history, settlement agreement, and preliminary approval order of related Arman matter to advise expert on PAGA period for mediation analysis	1.00	\$250.00	\$250.00
SB	06/03/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
AR	06/04/2024	Receive and review expert reports; update file and mediation matrix.	1.20	\$550.00	\$660.00
AR	06/05/2024	Review file and update mediation notes per AB; multiple correspondence with AB regarding the same.	1.20	\$550.00	\$660.00
AR	06/05/2024	Multiple correspondence with client regarding records for mediation.	0.50	\$550.00	\$275.00
AR	06/06/2024	Receive and review additional information from client; update file.	0.80	\$550.00	\$440.00
AR	06/06/2024	Draft revisions to mediation summary; follow up correspondence with AB regarding the same.	0.60	\$550.00	\$330.00
SB	06/06/2024	Add individual claims to case notes, calculate individual damages, advise AJB	2.60	\$450.00	\$1,170.00
SB	06/10/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
NB	06/11/2024	review docs, analyze. Advise AJ re settlement issues.	3.00	\$995.00	\$2,985.00
VR	06/20/2024	Review and Analyze: review case history; review discovery; review mediation brief; advise YS and ASC	0.40	\$750.00	\$300.00
YS	06/20/2024	Prepare Plaintiff's discovery request to Def Banana Republic (RFA, RFP, Interrogatories, PMK depo notice, P.O., and POS).	1.00	\$250.00	\$250.00
YS	06/21/2024	Prepare Plaintiff's discovery request to Def Gap Inc. (RFA, RFP, Interrogatories, PMK depo notice, P.O., and POS).	1.00	\$250.00	\$250.00
AR	06/26/2024	Receive and review draft joint statement; draft follow up correspondence.	0.30	\$550.00	\$165.00
ASC	06/26/2024	Review and edit Joint Status Report drafted by defense counsel, multiple emails with S. Morrison	0.60	\$250.00	\$150.00
YS	07/19/2024	Review status of case, court website and LACC was unavailable. Unable to schedule appearance for 7/25 Post mediation status conference hearing	0.20	\$250.00	\$50.00

YS	07/24/2024	Review status of case, Confirm 7/25 Post mediation status conference hearing still on calendar, schedule appearance through LACC, circulate zoom link to appear remotely	0.40	\$250.00	\$100.00
YS	07/25/2024	Prepare and finalize of Request for Dismissal of PAGA action. Prepare POS. File via Onelegal. Email to OPC re RFD. Email to Court Docs for circulation.	1.00	\$250.00	\$250.00
ASC	07/25/2024	Prepare to attend post mediation status conference	0.50	\$250.00	\$125.00
ASC	07/25/2024	Attend post mediation status conference	1.00	\$250.00	\$250.00
YS	07/26/2024	Review status of case, Confirm 7/31 PAGA CMC hearing off calendar, no need to set appearance. Review courtlinks for conformed RFD. Download and update file with signed RFD. Email to Court Docs for circulation.	0.40	\$250.00	\$100.00
YS	07/30/2024	Review courtlinks re Minute Order from 7/25 Post mediation status conference. Update server with minute order. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
CL	07/30/2024	Receipt and review minute order from the Post mediation status conference	0.30	\$750.00	\$225.00
VR	07/31/2024	Draft: draft discovery requests; review complaint and documents; review mediation brief and expert analysis; review correspondence between the parties; review previous settlement agreement in related action	3.90	\$750.00	\$2,925.00
ASC	07/31/2024	Review order granting preliminary approval of Arman matter and corresponding settlement, Discuss with VBR	1.00	\$250.00	\$250.00
VR	08/01/2024	Review and Revise: review and revise discovery requests; review documents, mediation brief, and case notes; advise YS	1.20	\$750.00	\$900.00
YS	08/01/2024	Finalize discovery requests (S1) to Def Gap for service. Prepare POS. Upload to Caseanywhere for service. Email to Court Docs for circulation. Update depo calendar.	0.50	\$250.00	\$125.00
YS	08/01/2024	Finalize discovery requests (S1) to Def Banana Republic for service. Prepare POS. Upload to Caseanywhere for service. Email to Court Docs for circulation. Update depo calendar.	0.50	\$250.00	\$125.00
YS	08/02/2024	Preare shell of notice of Status Conf.. Review courtlinks for Minute Order re 10/31 ISC. Download and update file with minute order. Email to AS to review.	0.60	\$250.00	\$150.00
YS	08/02/2024	Finalize notice of Status Conf. for service - attach	0.50	\$250.00	\$125.00

		minute order. Prepare POS. Upload to Caseanywhere for service. Email to Court Docs for circulation.			
YS	08/19/2024	Prepare shell for JPA with Diversity Law Group	0.50	\$250.00	\$125.00
YS	08/19/2024	Review file and complaint of related case Faiz. Prepare draft of SACC adding Plaintiff Faiz	1.00	\$250.00	\$250.00
VR	08/23/2024	Review and Analyze: review and revise SAC; review related action; review and revise JPA; review correspondence between parties; correspondence to co-counsel	1.20	\$750.00	\$900.00
ASC	08/28/2024	Review email from S. Morrison re Defendant's edits to belaire west notice	0.30	\$250.00	\$75.00
VR	08/29/2024	Correspondence with Opposing Counsel: review correspondence between parties; review complaint and documents; correspondence to Def	0.60	\$750.00	\$450.00
CL	08/29/2024	Receipt and review Notice of Deposition of Plaintiff.	0.20	\$750.00	\$150.00
VR	08/30/2024	Review and Revise: Review and revise Belaire notice; draft stipulation to amend; review and revise JPA; review and revise SAC; correspondence to Def and to co-counsel	2.60	\$750.00	\$1,950.00
VR	09/03/2024	Review and Revise: review and revise belaire notice; correspondence to Def; review correspondence between parties	0.80	\$750.00	\$600.00
VR	09/06/2024	Correspondence with Opposing Counsel: correspondence to Def; review correspondence from co-counsel; review amended complaint and status; advise AJB	0.40	\$750.00	\$300.00
VR	09/10/2024	Correspondence with Opposing Counsel: correspondence to Def; review correspondence between parties; review amended complaint; advise CL	1.10	\$750.00	\$825.00
VR	09/11/2024	Review and Revise: review and revise stipulation and amended complaint; review correspondence between parties; correspondence to Def; finalize stipulation	1.90	\$750.00	\$1,425.00
YS	09/11/2024	Finalize Stipulation/order For Leave For Plaintiff To File A SAC. Prepare POS. Add case to VR's Onelegal, file stip. Upload stip to Caseanywhere for service. Email to co-Plaintiff's counsel re stip. Email to Court Docs for circulation.	0.70	\$250.00	\$175.00
ASC	09/12/2024	Review defendant's discovery requests and discuss with YS	0.50	\$250.00	\$125.00
ASC	09/12/2024	Draft MPA iso Motion for leave to Amend	1.50	\$250.00	\$375.00

ASC	09/12/2024	Draft Declaration iso Motion for leave to Amend	1.00	\$250.00	\$250.00
ASC	09/12/2024	Draft notice of motion, proposed order and pos re motion to amend	1.50	\$250.00	\$375.00
YS	09/19/2024	Review Onelegal re stip for leave to file SACC, download the filed-stamped stip/order, update file. Email to Court Docs for circulation.	0.20	\$250.00	\$50.00
YS	09/19/2024	Telephone call to Plaintiff re discovery requests. Spoke with client but had connection issues. Sent follow up text.	0.20	\$250.00	\$50.00
YS	09/19/2024	Telephone call with client re discovery requests and arranged call with AS. Email to client with Def's disc requests. Email to AS.	0.40	\$250.00	\$100.00
VR	09/19/2024	Review and Analyze: review discovery and deposition notice; advise ASC and YS	0.30	\$750.00	\$225.00
YS	09/20/2024	Prepare shells for Plaintiff's objection to Def's revised NOD of Plaintiff with requests for production.	0.50	\$250.00	\$125.00
YS	09/20/2024	Finalize Plaintiff's objection to Def's revised NOD of Plaintiff for service. Prepare POS. Upload to Caseanywhere for service. Email to Court Docs for circulation.	0.40	\$250.00	\$100.00
VR	09/20/2024	Review and Revise: review and revise objections to depo notice; review and revise objections to RFPs; finalize	0.70	\$750.00	\$525.00
YS	09/23/2024	Prepare shells for Plaintiff's Verification and responses to Gap and Banana's RPD	1.00	\$250.00	\$250.00
YS	09/24/2024	Finalize SACC for service. Prepare POS. File via Onelegal. Upload to Caseanywhere for service on Defs. Email to Co-P re SACC. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	09/24/2024	Finalize responses to Defs' RPD, production of documents, and verification for service. Prepare and finalize POS. Upload to Caseanywhere for service. Email to Court Docs for circulation.	0.50	\$250.00	\$125.00
VR	09/24/2024	Receipt and Review of Correspondence: review correspondence between parties; review discovery; correspondence to co-counsel; advise ASC; review and revise protective order and Belaire notice; review amended complaint; review court's orders; advise YS	1.50	\$750.00	\$1,125.00
ASC	09/24/2024	Call L. Weitz re Plaintiff's discovery responses to RFP	1.00	\$250.00	\$250.00
ASC	09/24/2024	Finalize P's responses to RFP 1 from GAP and RFP 1 from Banana R	1.00	\$250.00	\$250.00

YS	09/25/2024	Review Courtlinks alert re filed SAC. Download SAC, update file. Upload to the LWDA portal. Email to Court Docs for circulation.	0.40	\$250.00	\$100.00
VR	09/27/2024	Review and Analyze: review discovery and documents; meet and confer with parties re discovery; prepare; follow up; review protective order and belaire notice	3.30	\$750.00	\$2,475.00
YS	09/27/2024	Update discovery shells for Plaintiff Faiz, finalize for service. Prepare POS. Upload to Caseanywhere for service.	0.70	\$250.00	\$175.00
YS	09/30/2024	Email Faiz's first set of discovery to Court Docs for circulation & calendaring. Email to Co-P re discovery requests.	0.20	\$250.00	\$50.00
VR	10/01/2024	Review and Revise: review and revise stipulation re continuing class cert; review correspondence from co-counsel; review protective order; advise AJB	1.10	\$750.00	\$825.00
VR	10/08/2024	Review and Revise: review and revise stipulation re class cert; review correspondence between parties; advise AJB	0.80	\$750.00	\$600.00
VR	10/09/2024	Receipt and Review of Correspondence: review correspondence between parties; review discovery and deadlines; correspondence to Def	0.70	\$750.00	\$525.00
YS	10/10/2024	Finalize stip to continue class cert for service. Prepare POS. File via Onelegal. Upload to Caseanywhere for Def's service. Email to Co-P re stip. Email to Court Docs for circulation.	0.70	\$250.00	\$175.00
YS	10/17/2024	Review rejection notice re stip to continue class cert. Convert stip/order from pdf to word. Re-file via Onelegal.	0.50	\$250.00	\$125.00
VR	10/22/2024	Review and Analyze: review stipulation re class certification and discovery; review discovery; review correspondence between parties; advise AJB	0.60	\$750.00	\$450.00
CL	10/24/2024	Receipt and review Defendant's Objections to PMK deposition.	0.30	\$750.00	\$225.00
CL	10/28/2024	Receipt and review Defendant's response to request for production, one, special interrogatories, set one, request for admissions, set one; employment interrogatories, set one and production Gap Doc Production 1-128.	0.50	\$750.00	\$375.00
YS	10/29/2024	Review Def's responses. Download and update file. Email to Court Docs for circulation. Review Def's production of documents. Organize and update exhibit book.	0.60	\$250.00	\$150.00

YS	10/29/2024	Review Def's 1198.5 responses. Organize and add bates stamp. Update exhibit book.	0.40	\$250.00	\$100.00
YS	10/30/2024	Review courtlinks alert re filed Stip and P.O.. Review court docket and purchase order. Update file. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
VR	10/30/2024	Review and Analyze: review and analyze discovery; review documents; correspondence to Def	1.90	\$750.00	\$1,425.00
VR	10/31/2024	Review and Analyze: review and analyze data; review discovery responses; correspondence to Def	0.70	\$750.00	\$525.00
VR	11/06/2024	Correspondence with Opposing Counsel: review discovery and documents; correspondence to Def re discovery deficiencies; review correspondence between parties; review Belaire notice and status	2.60	\$750.00	\$1,950.00
CL	11/07/2024	Email form M. Vargas re: Belaire-West mailing status.	0.20	\$750.00	\$150.00
YS	11/12/2024	Review case - confirm MTC deadline. Update internal litigation weekly chart.	0.10	\$250.00	\$25.00
YS	11/13/2024	Create Box folder for Lietzow. Upload sample data.	0.20	\$250.00	\$50.00
YS	11/13/2024	Review local and chamber rules re IDCs. Email to VR.	0.30	\$250.00	\$75.00
VR	11/18/2024	Review and Analyze: review discovery; review correspondence between parties; correspondence to plaintiff; advise co-counsel	0.50	\$750.00	\$375.00
VR	11/19/2024	Review and Analyze: review discovery; review correspondence between parties; review protective order; meet and confer with Def; advise AJB and CL	1.80	\$750.00	\$1,350.00
YS	11/19/2024	Review case - confirm MTC deadline. Update internal litigation weekly chart.	0.10	\$250.00	\$25.00
VR	11/22/2024	Receipt and Review of Correspondence: review correspondence between parties; review discovery; correspondence to Def	0.40	\$750.00	\$300.00
CL	11/27/2024	Email from M. Vargas re: class confirmation for Belaire-West Administration.	0.20	\$750.00	\$150.00
CL	12/05/2024	Email from S. Morrison re: Belaire West mailing.	0.20	\$750.00	\$150.00
VR	12/10/2024	Correspondence with Opposing Counsel: review correspondence between parties; review discovery; review documents; correspondence to Def re discovery; advise AJB; advise expert	0.90	\$750.00	\$675.00

CL	12/13/2024	Receipt and review Gap and Banana Production.	0.20	\$750.00	\$150.00
VR	12/16/2024	Correspondence with Opposing Counsel: review correspondence between parties; review expert report and analysis; correspondence to expert	0.80	\$750.00	\$600.00
VR	12/17/2024	Correspondence with Opposing Counsel: review discovery; review correspondence between parties; review expert analysis; correspondence to Def; advise AJB	2.20	\$750.00	\$1,650.00
YS	12/19/2024	Review Def's production of documents. Organize and update exhibit book.	1.00	\$250.00	\$250.00
CL	12/26/2024	Email from L. Lee re: deposition of client and ability to be deposed due to medical condition.	0.20	\$750.00	\$150.00
VR	01/06/2025	Review and Analyze: review correspondence between parties; review discovery; review Belaire notice and revisions; correspondence to administrator; advise CL	0.50	\$750.00	\$375.00
VR	01/13/2025	Correspondence with Opposing Counsel: correspondence to Def re defendant; review discovery; review deposition notices; advise CL	0.50	\$750.00	\$375.00
VR	01/17/2025	Receipt and Review of Correspondence: review correspondence from def; review discovery; advise Plaintiff	0.30	\$750.00	\$225.00
CL	01/24/2025	Email from M. Vargas re: weekly report on belaire-west notice; review and analyze report.	0.20	\$750.00	\$150.00
VR	01/29/2025	Correspondence with Opposing Counsel: review correspondence between parties; correspondence to Def; review discovery	0.50	\$750.00	\$375.00
VR	01/30/2025	Draft: draft discovery requests; draft declaration in support of discovery requests; review documents; correspondence to co-counsel	1.20	\$750.00	\$900.00
YS	02/04/2025	Finalize second set of SROGS and RPD to Banana and Decl. of VR for service. Prepare POS. Upload to Caseanywhere for service on Defs. Email to Co-P re second set. Email to Court Docs for circulation.	0.40	\$250.00	\$100.00
YS	02/04/2025	Finalize second set of SROGS and RPD to Gap and Decl. of VR for service. Prepare POS. Upload to Caseanywhere for service on Defs. Email to Co-P re second set. Email to Court Docs for circulation.	0.40	\$250.00	\$100.00
YS	02/14/2025	Prepare shell for amended PMK depo set for 3/14	0.40	\$250.00	\$100.00
YS	02/19/2025	Revise amended PMK NOD, per VR. Email to team.	0.30	\$250.00	\$75.00

VR	02/20/2025	Review and Analyze: review documents; correspondence to Def; review correspondence between parties	0.50	\$750.00	\$375.00
AB	02/20/2025	Analyze status of discovery. Advise team. Review/analyze settlement status from mediator - draft/send response.	3.00	\$895.00	\$2,685.00
YS	02/25/2025	Review case for MTC deadline. Update internal weekly chart.	0.10	\$250.00	\$25.00
AB	02/28/2025	Review/analyze corr from mediator re settlement. Draft MOU. Revise MOU per cocounsel. Circulate MOU to defense.	4.00	\$895.00	\$3,580.00
VR	02/28/2025	Receipt and Review of Correspondence: review correspondence between parties; review mediation proposal and mediation brief; review discovery; follow up	0.80	\$750.00	\$600.00
KN	02/28/2025	Review mediator proposal; review draft MOU; analysis of issues; advise AJ	1.00	\$950.00	\$950.00
AB	03/04/2025	Review status of signing MOU / draft send corr to Defendant re same	1.00	\$895.00	\$895.00
YS	03/05/2025	Update internal litigation updates with new MTC deadline	0.10	\$250.00	\$25.00
YS	03/11/2025	Update status of case to settled in internal litigation sheet	0.10	\$250.00	\$25.00
KN	03/12/2025	Review MOU; review internal emails and questions; analysis of issues; advise staff	0.50	\$950.00	\$475.00
CL	03/17/2025	Email from L. Lee re: MOU revisions.	0.20	\$750.00	\$150.00
AB	03/25/2025	Review fully signed MOU. Calendar deadlines.	2.00	\$895.00	\$1,790.00
CL	04/22/2025	Draft Stipulation to Vacate Class Certification; Discuss with Kyle re: same.	0.80	\$750.00	\$600.00
AR	04/22/2025	Review and outline MOU; review dockets for status in related action; multiple correspondence regarding amendment.	0.80	\$550.00	\$440.00
CL	04/23/2025	Revise Stipulation to Vacate Class Certification Hearing and set Motion for Preliminary Approval.	0.50	\$750.00	\$375.00
YS	04/23/2025	Review chamber rules re requesting hearing date for MPA. Email to CTL.	0.30	\$250.00	\$75.00
CL	04/23/2025	Email to K. Briscoe requesting Stipulation to Vacate Class Certification Hearing and set Motion for Preliminary Approval and request for total class estimate for purposes of obtaining a bid for administration.	0.30	\$750.00	\$225.00

CL	04/23/2025	Email to L. Lee requesting estimate of costs in preparation for Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
CL	04/23/2025	Draft Long Form Settlement Agreement.	3.80	\$750.00	\$2,850.00
CL	04/23/2025	Draft Weitz Individual Settlement Agreement.	2.70	\$750.00	\$2,025.00
CL	04/24/2025	Email from S. Morrison re: estimate of total class members; Email to S. Morrison re: court posting per local rules and stipulation to vacate class certification deadline and stipulate to preliminary approval.	0.50	\$750.00	\$375.00
CL	04/24/2025	Email to Tony Rogers requesting ILYM bid estimate for settlement administration.	0.30	\$750.00	\$225.00
CL	04/24/2025	Email to S. Hartranft requesting ILYM bid estimate for settlement administration.	0.30	\$750.00	\$225.00
YS	04/24/2025	Update internal class spreadsheet with class info	0.10	\$250.00	\$25.00
CL	04/24/2025	Revise Long Form Settlement Agreement to include administrator estimate and revisions to costs estimate; Revise Individual Settlement Agreement.	0.50	\$750.00	\$375.00
CL	04/24/2025	Email from L. Lee re: Polaris costs in preparation for Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
CL	04/24/2025	Email from/to M. Tulyathan re: Diversity costs in preparation for Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
CL	04/24/2025	Email from/to K. Briscoe re: redlines to Stipulation to Vacate Class Certification hearing and to set Motion for Preliminary Approval; Review and revise Stipulation to Vacate Class Certification hearing and to set Motion for Preliminary Approval; Discuss with Kyle re: same.	0.60	\$750.00	\$450.00
CL	04/24/2025	Email to L. Lee re: revisions to settlement agreements and deadline to send draft to Defendant.	0.30	\$750.00	\$225.00
CL	04/25/2025	Email from M. Tulyathan re Diversity's revisions to the Long Form Settlement Agreement; Receipt and review Diversity's revisions to Long Form Settlement Agreement; Discuss with Kyle re: same.	0.70	\$750.00	\$525.00
CL	04/25/2025	Revise Long Form Settlement Agreement; Discuss with Kyle re: same.	0.40	\$750.00	\$300.00
CL	04/25/2025	Email to K. Briscoe re: draft Long Form Settlement Agreement and Individual Settlement Agreement and meet and confer re: joint posting; review and analyze Judge Cunningham's chamber's rules re: bulletin board posting.	0.60	\$750.00	\$450.00

CL	04/25/2025	Email to M. Tulyathan re additional revisions to Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
KN	04/25/2025	Review draft of Agreement; review comments and revisions from co-counsel; analyze issues; discuss with CL and advise as to further revisions	2.00	\$950.00	\$1,900.00
CL	04/28/2025	Email from K. Briscoe re: joint posting on Court's website.	0.20	\$750.00	\$150.00
CL	04/28/2025	Email to/from K. Briscoe re: Stipulation to vacate class certification.	0.30	\$750.00	\$225.00
CL	04/28/2025	Revise Stipulation to vacate class certification.	0.30	\$750.00	\$225.00
YS	04/29/2025	Finalize stip to vacate class cert for service. Prepare POS. File via Onelegal. Upload to Caseanywhere for service on Defs. Email to Co-P counsel re stip. Upload bulletin posting re MPA hearing. Email to Court Docs for circulation.	0.80	\$250.00	\$200.00
YS	04/30/2025	Call clerk re reserving hearing date for MPA. Set for 9/24. Email to CTL/Chrystal.	0.30	\$250.00	\$75.00
ASC	05/05/2025	Prepare declaration of Plaintiff Weitz iso MPA	1.00	\$250.00	\$250.00
ASC	05/06/2025	Review and respond to email from Plaintiff Weitz re declaration iso MPA	0.40	\$250.00	\$100.00
CL	05/12/2025	Review and revise individual settlement agreement revisions; Email from/to M. Tulyathan re: revisions to same.	0.80	\$750.00	\$600.00
CL	05/12/2025	Email to K. Briscoe re: further revisions to individual settlement agreement revisions and follow-up re Long Form Settlement Agreement.	0.40	\$750.00	\$300.00
CL	05/12/2025	Email from S. Morrison re: revisions to individual settlement agreement revisions and Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
CL	05/27/2025	Email for S. Morrison re: revisions to Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
CL	06/09/2025	Email from/to L. Weitz re: update re settlement and disbursements.	0.30	\$750.00	\$225.00
CL	06/09/2025	Email from S. Morrison re: request for revisions to Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
CL	06/10/2025	Email from/to L. Weitz re: procedures and process of settlement distribution.	0.30	\$750.00	\$225.00
CL	06/10/2025	Email from/to K. Briscoe re: conference call related to settlement agreement revisions.	0.30	\$750.00	\$225.00
CL	06/12/2025	Email from L. Weitz re: status of settlement.	0.30	\$750.00	\$225.00

CL	06/17/2025	Telephone call to K. Briscoe re: follow-up re status of settlement agreement; Email to K. Briscoe re: same.	0.30	\$750.00	\$225.00
CL	07/02/2025	Email to K. Briscoe re revisions to settlement agreement.	0.30	\$750.00	\$225.00
BW	07/17/2025	Receipt and review emails re information and directions for settlement agreement	0.30	\$750.00	\$225.00
KN	07/17/2025	Review emails; research status; discuss with CL and NBB	0.50	\$950.00	\$475.00
BW	07/17/2025	Review MOU and pleadings re status of operative complaint; confer with att'ys C. LeVu, K. Nordrehaug, N. Blumenthal re operative complaint already on file	0.50	\$750.00	\$375.00
KN	07/17/2025	Review status of settlement agreement and next steps; advise BW	0.50	\$950.00	\$475.00
BW	07/25/2025	Email with K. Briscoe re settlement agreement	0.30	\$750.00	\$225.00
BW	08/01/2025	Prepare for and attend call with opposing counsel re further Defendant redlines to settlement agreement	0.80	\$750.00	\$600.00
BW	08/02/2025	Draft and send email to att'y K. Nordrehaug re events and items of discussion from call with opposing counsel on Friday 8/1/25	0.50	\$750.00	\$375.00
BW	08/02/2025	Draft and send email to opposing counsel re draft of redlined settlement agreement on Friday 8/1/25	0.20	\$750.00	\$150.00
BW	08/03/2025	Draft and send email to att'y K. Nordrehaug re events and items of discussion from call with opposing counsel on Friday 8/1/25	0.30	\$750.00	\$225.00
BW	08/04/2025	Review redlines; draft and send email to att'y K. Nordrehaug re further redlines and edits	0.90	\$750.00	\$675.00
BW	08/04/2025	Further review and redline settlement agreement	0.50	\$750.00	\$375.00
KN	08/04/2025	Review draft Agreement; analysis of issues and review memo from BW; advise BW	0.75	\$950.00	\$712.50
BW	08/07/2025	Add further redlines to settlement agreement	0.50	\$750.00	\$375.00
BW	08/07/2025	Draft settlement administration email to CPT Group, including confer with att'y C. LeVu	0.40	\$750.00	\$300.00
BW	08/07/2025	Draft settlement administration email to Atticus	0.20	\$750.00	\$150.00
BW	08/07/2025	Confer with co-counsel re further redlines for settlement agreement	0.30	\$750.00	\$225.00
BW	08/08/2025	Email with co-counsel L. Lee re settlement agreement	0.30	\$750.00	\$225.00

BW	08/08/2025	Email to/from Atticus re further information for settlement administration bid, including reviewing previous class notices for specifications	0.60	\$750.00	\$450.00
BW	08/11/2025	Review and analyze Atticus settlement administration bid	0.20	\$750.00	\$150.00
BW	08/12/2025	Review CPT Group settlement administration bid	0.20	\$750.00	\$150.00
BW	08/12/2025	Emails with CPT Group re outreach attempts in settlement agreement, including information from att'y K. Nordrehaug	0.60	\$750.00	\$450.00
BW	08/13/2025	Drafted and revised further redlines to Class/PAGA settlement agreement, including further review and analysis of overlap between releases in Class/PAGA MOU and Plaintiff Weitz's Individual MOU and conferring with att'y K. Nordrehaug re redlines concerning Plaintiff's Weitz's general release in the Class/PAGA settlement agreement	1.20	\$750.00	\$900.00
CL	08/14/2025	Review and analyze release language for Plaintiff to settlement agreement.	0.40	\$750.00	\$300.00
BW	08/14/2025	Confer with att'y C. LeVu re: further redlines to agreement; review case file re: if Plaintiffs are current or former employees of Defendant	0.30	\$750.00	\$225.00
KN	08/15/2025	Review BW questions; review draft agreement and analysis of issues; advise BW	0.50	\$950.00	\$475.00
BW	08/15/2025	Review and analyze analysis from K. Nordrehaug re individual release agreement	0.20	\$750.00	\$150.00
BW	08/15/2025	Communicate with K. Briscoe re settlement agreement	0.30	\$750.00	\$225.00
BW	08/19/2025	Attention to file re Deadline to file Motion for Preliminary Approval	0.30	\$750.00	\$225.00
BW	08/19/2025	Communicate with K. Briscoe re settlement agreement	0.30	\$750.00	\$225.00
BW	08/19/2025	Confer with K. Briscoe re final redlines for settlement agreement	0.60	\$750.00	\$450.00
BW	08/19/2025	Confer with att'y K. Nordrehaug re timing for collection of data and signatures in connection for deadline to file Motion for Preliminary Approval	0.30	\$750.00	\$225.00
KN	08/20/2025	Review status; review memo from BW; analysis of issues and advise BW; memo to AJ regarding valuation analysis	0.50	\$950.00	\$475.00
KN	08/20/2025	Draft Exhibits; prepare approval outline	1.50	\$950.00	\$1,425.00
BW	08/21/2025	Email with K. Briscoe and S. Morrison re current	0.40	\$750.00	\$300.00

draft of the Class Action Settlement Agreement					
BW	08/21/2025	Review and analyze current draft of the Class Action Settlement Agreement re verifying same draft as discussed; confer with K. Nordrehuag re further redlines on the Qualified Settlement Fund Account.	0.70	\$750.00	\$525.00
KN	08/21/2025	Draft exhibits; revise exhibits to track revisions to the Agreement; emails with staff; email Defendant	3.75	\$950.00	\$3,562.50
BW	08/21/2025	Review current individual settlement redlines from current draft, including reviewing client's employment file for employment status; confer with C. LeVu re next steps; draft and revise current redlines to individual settlement agreement	1.30	\$750.00	\$975.00
KN	08/21/2025	Work on approval issues; analysis of Kullar issues; review client decl; memo to staff regarding next steps and issues to correct; begin drafting motion for preliminary approval;.	2.50	\$950.00	\$2,375.00
KN	08/22/2025	Draft motion for preliminary approval; email draft motion to Defendant	2.75	\$950.00	\$2,612.50
BW	08/22/2025	Confer with att'y S. Morrison re settlement agreement; confer with att'y N. Blumenthal and K. Nordrehaug re motion for settlement approval	0.40	\$750.00	\$300.00
ASC	08/22/2025	Email Co-Counsel re request for declaration of Plaintiff Faiz iso MPA	0.30	\$250.00	\$75.00
ASC	08/22/2025	Revise Declaration of Weitz iso MPA, send for signature	0.50	\$250.00	\$125.00
ASC	08/25/2025	Follow up re declaration of Plaintiff iso MPA; provide template to co-counsel for co-Plaintiff's declaration	0.50	\$250.00	\$125.00
BW	08/25/2025	Review and analyze correspondence, docket, and orders; Draft and send memorandum to file re current circumstances and strategy for completing settlement agreement and settlement agreement approval	0.20	\$750.00	\$150.00
BW	08/25/2025	Email with M. Tulyahtan re redlines with settlement agreement	0.20	\$750.00	\$150.00
BW	08/26/2025	Email with K. Briscoe re execution of settlement agreement, individual agreement, and confirming numbers of PAGA/Class Members	0.50	\$750.00	\$375.00
BW	08/27/2025	Email with S. Morrison re settlement agreement	0.30	\$750.00	\$225.00
BW	08/27/2025	Email with M. Tulyathan re settlement agreement	0.30	\$750.00	\$225.00
KN	08/27/2025	Draft declaration ISO motion; analysis of Kullar	4.50	\$950.00	\$4,275.00

		issues; identify remaining issues to correct; memo to staff; email to co-counsel			
KN	08/27/2025	Email with staff about status and next steps; advise BW; review email from Defendant; research issue; respond to email; explain issue to staff	0.50	\$950.00	\$475.00
BW	08/28/2025	Review Defendant's redlines to settlement agreement; draft email concerning Defendant's redlines to att'y K. Nordrehaug; receipt and review email from K. Nordrehaug	0.60	\$750.00	\$450.00
BW	08/28/2025	Email with K. Briscoe re settlement agreement	0.30	\$750.00	\$225.00
BW	08/28/2025	Email with M. Tulyathan re settlement agreement	0.30	\$750.00	\$225.00
BW	08/28/2025	Call with S. Morrison re Preliminary Approval Order and Class Notice revisions; confer with K. Nordrehaug; revise Preliminary Approval Order and Class Notice	0.50	\$750.00	\$375.00
BW	08/28/2025	Email from C. Longley re Atticus Administration	0.20	\$750.00	\$150.00
BW	08/29/2025	Confer with Christine re Weitz's individual settlement release in Class/PAGA settlement agreement	0.30	\$750.00	\$225.00
CL	08/30/2025	Email from/to L. Weitz re: settlement agreement and status.	0.20	\$750.00	\$150.00
BW	09/02/2025	Review redlines to individual settlement agreement	0.30	\$750.00	\$225.00
BW	09/02/2025	Emails with M. Tulyathan re client's declaration and signature on settlement agreement	0.40	\$750.00	\$300.00
BW	09/02/2025	Compiling all signatures together for Fully Executed Settlement Agreement, including conferring with K. Nordrehaug re other drafts and complications with finishing draft concerning dropbox connections	0.30	\$750.00	\$225.00
BW	09/02/2025	Conferring with att'y. K. Nordrehaug re final documentation for filing	0.20	\$750.00	\$150.00
KN	09/02/2025	Review final exhibits; emails with staff about next steps; review status of signatures; work on motion for preliminary approval	2.00	\$950.00	\$1,900.00
KN	09/02/2025	Finalize motion; file and serve motion; serve LWDA	1.60	\$950.00	\$1,520.00
NDB	09/03/2025	Review and respond to Plaintiff's questions via email. Review case file and settlement docs.	0.60	\$850.00	\$510.00
BW	09/15/2025	Review Defendant redlines re individual settlement agreement	0.50	\$750.00	\$375.00

BW	09/15/2025	Draft analysis email and send to att'y N. De Blouw re Defendant redlines to individual settlement agreement and strategy for responsive redlines, if any	0.50	\$750.00	\$375.00
BW	09/15/2025	Review and revise redlines to individual settlement agreement; confer with att'y N. De Blouw re same	0.50	\$750.00	\$375.00
BW	09/16/2025	Attention to case file re missing documentation for finalizing settlement, including individual agreement	0.10	\$750.00	\$75.00
BW	09/18/2025	Final review to draft and revise redlines to individual settlement Agreement concerning confidentiality, publicity, and breaches to the agreement; including conferring with att'y N. De Blouw	0.50	\$750.00	\$375.00
BW	09/23/2025	Further confer with att'y N. De Blouw re individual settlement release and 1542 release	0.20	\$750.00	\$150.00
KN	09/24/2025	Court appearance - motion to approve PAGA; review documents; prepare for hearing; conference with Defendant; memo to file	1.50	\$950.00	\$1,425.00
BW	09/24/2025	Email with S. Morrison re Defendant's declaration	0.30	\$750.00	\$225.00
BW	09/24/2025	Email with K. Nordrehaug re strategy for final necessary steps for approval, including securing Defendant's declaration	0.30	\$750.00	\$225.00
BW	09/26/2025	Review notes from att'y N. De Blouw; draft and revise further redlines to individual settlement agreement for Plaintiff	0.50	\$750.00	\$375.00
BW	09/26/2025	Email with S. Morison re further redlines to individual settlement agreement	0.30	\$750.00	\$225.00
YS	09/26/2025	Review Minutes re MPA hearing -- Pltf ordered to serve. Prepare POS. Upload order/POS to Caseanywhere for service.	0.40	\$250.00	\$100.00
CL	09/26/2025	Receipt and review Minutes re Hearing re Motion for Preliminary Approval.	0.30	\$750.00	\$225.00
BW	10/06/2025	Draft and send memorandum to file re strategy to obtain final approval of settlement; confer with att'y C. LeVu re strategy	0.20	\$750.00	\$150.00
BW	11/13/2025	Confer with K. Nordrehaug re settlement administrator quote and further information for settlement agreement and Motion for Preliminary Approval for settlement agreement	0.20	\$750.00	\$150.00
BW	11/26/2025	Email with opposing counsel re individual settlement agreement	0.20	\$750.00	\$150.00

BW	12/04/2025	Email with opposing counsel re individual settlement agreement	0.30	\$750.00	\$225.00
BW	12/09/2025	Email with K. Briscoe re individual settlement agreement	0.30	\$750.00	\$225.00
BW	12/16/2025	Email with opposing counsel re individual settlement agreement	0.30	\$750.00	\$225.00
BW	12/17/2025	Email and call with S. Morrison re individual settlement agreement	0.30	\$750.00	\$225.00
BW	01/02/2026	Email with S. Morrison re verifying individual settlement is finalized	0.30	\$750.00	\$225.00
BW	01/14/2026	Email with opposing counsel re individual settlement agreement	0.30	\$750.00	\$225.00
KN	01/15/2026	Review Def email; Analysis of outstanding issues to address; Research answers; memo to staff; discuss Def	0.75	\$950.00	\$712.50
CL	02/25/2026	Receipt and review Unopposed Motion to Seal Confidential Settlement.	0.40	\$750.00	\$300.00
YS	02/26/2026	Review courtlinks alert re upcoming event: 3/19 Hrg re Motion to Seal. Confirm it is on calendar.	0.10	\$250.00	\$25.00
KN	03/12/2026	Review Def email; analysis of issues to address from Court ruling; review revisions to Agreement; make further revisions; review revisions to Class notice; make further revisions; review checklist to ensure all issues covered; email Defendant	2.75	\$950.00	\$2,612.50
KN	03/19/2026	Review final revised settlement documents; discuss with Defendant; email co-counsel; memo to staff; plan next steps	1.00	\$950.00	\$950.00
CL	03/20/2026	Email from S. Morrison re: Hearing on Motion to Seal Confidential Settlement Agreement; Receipt and review Minute Order re: Hearing on Motion to Seal Confidential Settlement Agreement	0.20	\$750.00	\$150.00
KN	03/25/2026	Review status; prepare fully executed Amended Agreement; prepare signed individual agreement; respond to Defendant; finalize revised Class Notice	0.75	\$950.00	\$712.50
KN	03/31/2026	Analysis of issues and checklist; draft supplemental briefing; emails Defendant	3.00	\$950.00	\$2,850.00
KN	03/31/2026	Prepare redline Agreement for Exhibit; revise Exhibits B and C; email to Defendant; prepare redline of Exhibit A doe exhibit.	1.50	\$950.00	\$1,425.00
KN	04/01/2026	Review and revise supplemental declaration; finalize proposed order; prepare final supplemental declaration with exhibits; file and	2.50	\$950.00	\$2,375.00

		serve documents; emails with Defendant; serve LWDA			
KN	04/22/2026	Court appearance - motion for preliminary approval; prepare for hearing; discuss tentative ruling; memo to file after hearing; revise Class notice, Revise proposed order; emails with Defendant	2.00	\$950.00	\$1,900.00
KN	04/29/2026	Review signed Order; prepare documents and memo to Admin regarding Administration and next steps	0.50	\$950.00	\$475.00
YS	04/30/2026	Review courtlinks alert re upcoming events: 11/9 MFA Hrg. Confirm it is on calendar.	0.10	\$250.00	\$25.00
CL	05/12/2026	Email form E. Aaland re settlement administration timeline.	0.30	\$750.00	\$225.00
KN	05/13/2026	Review Admin emails; review issues re final class figures	0.30	\$950.00	\$285.00
KN	06/03/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	06/10/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	06/26/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	07/17/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	07/24/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	08/14/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
CL	09/13/2026	Draft Notice of Motion for Final Approval; Memorandum of Points and Authorities and Notice of Entry of Judgment.	4.30	\$750.00	\$3,225.00
CL	09/13/2026	Draft Declaration of K. Nordrehaug in Support of Motion for Final Approval.	2.60	\$750.00	\$1,950.00
CL	09/14/2026	Email from/to E. Aaland requesting admin declaration and forwarding notice of motion for final approval; Email from/to C. Longley requesting admin declaration and final report.	0.60	\$750.00	\$450.00
CL	09/14/2026	Email from/to M. Tulyathan re: lodestar and firm declaration; Email from same re Faiz declaration in support of final approval.	0.70	\$750.00	\$525.00
CL	09/15/2026	Email from/to E. Aaland re declaration of administrator.	0.40	\$750.00	\$300.00
KN	09/22/2026	Review and revise draft motion; research issue; memo to staff; review co-counsel declarations and insert cites review, revise and redline draft declaration of Admin; email to Admin; email to Defendant	3.50	\$950.00	\$3,325.00

YS	09/22/2026	Telephone call to dept 11 clerk re assigned judge.	0.20	\$250.00	\$50.00
KN	09/24/2026	Revise and redline proposed order; email Defendant; follow up with Admin; research issue and review draft of motion for compliance	0.75	\$950.00	\$712.50
CL	09/24/2026	Draft Declaration of K. Nordrehaug in support of Motion for Final Approval	2.60	\$750.00	\$1,950.00
CL	09/24/2026	Email to E. Aaland and K. Nordrehaug re: redlines to Admin Declaration	0.40	\$750.00	\$300.00
KN	09/28/2026	Review and revise declaration ISO motion; review billing for accuracy; check issues	1.00	\$950.00	\$950.00
KN	09/28/2026	Review and revise motion for final approval; finalize motion for filing; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
				Quantity Subtotal	289.1
				Services Subtotal	\$191,176.25

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/13/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	08/14/2023	Onelegal/Court Fees	1.00	\$1,494.99	\$1,494.99
Expense	09/05/2023	KNOX Filing and Messenger Service	1.00	\$129.35	\$129.35
Expense	09/05/2023	KNOX Filing and Messenger Service	1.00	\$69.35	\$69.35
Expense	09/15/2023	Onelegal/Court Fees	1.00	\$17.66	\$17.66
Expense	10/19/2023	Onelegal/Court Fees	1.00	\$1,496.64	\$1,496.64
Expense	11/01/2023	One legal filing	1.00	\$17.66	\$17.66
Expense	12/01/2023	Mediation fees - Ortman	1.00	\$13,000.00	\$13,000.00
Expense	12/28/2023	Onelegal/Court Fees	1.00	\$19.22	\$19.22
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	\$153.45	\$153.45
Expense	12/31/2023	KNOX Filing and Messenger Service	1.00	\$60.95	\$60.95
Expense	01/05/2024	Case Anywhere Fees.	1.00	\$128.01	\$128.01
Expense	01/24/2024	Onelegal filing	1.00	\$40.30	\$40.30
Expense	01/30/2024	OneLegal filing fee.	1.00	\$19.71	\$19.71

Expense	01/31/2024	Expert Fees - DM&A.	1.00	\$856.25	\$856.25
Expense	02/03/2024	Onelegal filing	1.00	\$19.71	\$19.71
Expense	02/27/2024	Onelegal filing	1.00	\$40.30	\$40.30
Expense	02/28/2024	Onelegal filing	1.00	\$41.95	\$41.95
Expense	04/02/2024	Case Anywhere Fee	1.00	\$177.00	\$177.00
Expense	06/26/2024	Berger Consulting Fees.	1.00	\$6,640.00	\$6,640.00
Expense	07/03/2024	Case Anywhere fees.	1.00	\$147.00	\$147.00
Expense	07/25/2024	One Legal - RFD PAGA action	1.00	\$21.28	\$21.28
Expense	09/11/2024	One Legal/Court Fees	1.00	\$40.30	\$40.30
Expense	10/05/2024	Case Anywhere Fees.	1.00	\$339.00	\$339.00
Expense	10/14/2024	One Legal Filing Fees	1.00	\$15.44	\$15.44
Expense	10/17/2024	One Legal Filing Fees	1.00	\$41.45	\$41.45
Expense	10/22/2024	Document retrieval fee	1.00	\$6.60	\$6.60
Expense	10/30/2024	Document retrieval fee	1.00	\$8.20	\$8.20
Expense	11/30/2024	Expert Fees - DM&A	1.00	\$900.00	\$900.00
Expense	01/09/2025	Case Anywhere Fees.	1.00	\$153.00	\$153.00
Expense	02/05/2025	Caseanywhere	1.00	\$49.00	\$49.00
Expense	03/05/2025	Case Anywhere Fees	1.00	\$91.00	\$91.00
Expense	04/04/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	04/30/2025	Onelegal filing fee	1.00	\$45.12	\$45.12
Expense	05/02/2025	Case Anywhere Fee	1.00	\$55.00	\$55.00
Expense	05/28/2025	Expert Fee: DM&A - expert expense	1.00	\$4,137.50	\$4,137.50
Expense	06/02/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	07/01/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	08/07/2025	Case Anywhere Fee	1.00	\$49.00	\$49.00
Expense	09/02/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	09/03/2025	One legal filing charge - motion	1.00	\$86.42	\$86.42
Expense	09/04/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	10/01/2025	Case Anywhere Fee	1.00	\$115.00	\$115.00
Expense	11/03/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00

Expense	01/02/2026	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	02/02/2026	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	03/02/2026	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	04/01/2026	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	04/02/2026	One legal filing charge	1.00	\$24.53	\$24.53
Expense	04/02/2026	One legal charge	1.00	\$93.15	\$93.15
Expense	04/24/2026	One legal charge	1.00	\$67.28	\$67.28
Expense	04/27/2026	One legal filing charge	1.00	\$24.53	\$24.53
Expense	05/01/2026	Case Anywhere Fees	1.00	\$79.00	\$79.00
Expense	06/01/2026	Case Anywhere Fee	1.00	\$49.00	\$49.00
Expense	07/01/2026	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	08/01/2026	Case Anywhere	1.00	\$49.00	\$49.00
Expense	09/01/2026	Case Anywhere	1.00	\$49.00	\$49.00
Expense	09/28/2026	One legal filing charge - motion for final approval	1.00	\$86.42	\$86.42
Expense	10/01/2026	Case Anywhere	1.00	\$49.00	\$49.00
Expenses Subtotal				\$31,997.96	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	10.0	\$895.00	\$8,950.00
Norm Blumenthal	3.0	\$995.00	\$2,985.00
Scott Blumenthal	13.2	\$450.00	\$5,940.00
Nicholas De Blouw	0.6	\$850.00	\$510.00
Ricardo Ehmann	14.05	\$675.00	\$9,483.75
Christine LeVu	48.3	\$750.00	\$36,225.00
Kyle Nordrehaug	53.25	\$950.00	\$50,587.50
Victoria Rivapalacio	39.2	\$750.00	\$29,400.00
Andrew Ronan	25.9	\$550.00	\$14,245.00
Adolfo Sanchez Contreras	28.1	\$250.00	\$7,025.00
Brooke Waldrop	24.9	\$750.00	\$18,675.00
Yesenia Silva	28.6	\$250.00	\$7,150.00

Quantity Total	289.1
Subtotal	\$223,174.21
Total	\$223,174.21

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/28/2026	\$223,174.21	\$0.00	\$223,174.21
Outstanding Balance				\$223,174.21
Total Amount Outstanding				\$223,174.21

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

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

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

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

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

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

EXHIBIT #5

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES

14 LAURA WEITZ and LAILA FAIZ,
15 individuals, on behalf of themselves and on
16 behalf of all persons similarly situated, and on
17 behalf of the State of California, as a private
attorney general,

18 Plaintiff,

19 v.

20 BANANA REPUBLIC, LLC, a Limited
21 Liability Company; THE GAP, INC., a
22 Corporation; and DOES 1 through 50,
inclusive,

23 Defendants.

Case No. 23STCV19287

**DECLARATION OF LAURA WEITZ IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Hearing Date: September 24, 2025
Hearing Time: 10:00 a.m.

Judge: David S. Cunningham III
Dept: SS11

Complaint Filed: April 17, 2023
FAC Filed: January 16, 2024

1 I, Laura Weitz, declare as follows:

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

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

7 3. During the class period I worked for the Defendants Banana Republic, LLC and The Gap,
8 Inc. ("Defendants") as Sales, Cashier, and Clean up employee in California and during that time
9 period I have been classified by Defendants as a non-exempt employee.

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

16 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
17 because I felt that my legal rights as an employee and others like me were violated. I often did not
18 receive compliant meal and rest breaks which were late, interrupted or missed entirely. Also, I was
19 required to monitor my cell phone and email while I was off the clock, and to promptly respond to
20 my supervisors and clients. In addition, I was forced to use my personal cell phone for work
21 related purposes without reimbursement.

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

28
DECLARATION OF LAURA WEITZ IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT

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

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

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

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

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

24 11. A mediation took place on June 12, 2024 with Francis J. Ortman III, a well-respected and
25 experienced mediator of wage and hour class actions. The Parties did not reach a resolution at the
26 mediation, but continued settlement negotiations and discussions. The parties were eventually able
27 to come to an agreement to settle the action. I communicated with my attorneys regarding the

1 terms of the settlement which was reached between the parties and understood that I was
2 representing absent class members and therefore wanted the best possible result to be obtained for
3 the class members and I believe a very positive result was in fact achieved via settlement. I
4 reviewed and signed the Memorandum of Understanding on March 13, 2025.

5 12. I have been actively involved with this lawsuit performing the duties described above.
6 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
7 filings, and spent a significant amount of time on the issues presented during the lawsuit and in the
8 settlement process. I estimate that I spent approximately 40-50 hours working on this case up
9 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
10 and a proposed class representative to date, and will continue to do so. I have and always will
11 maintain the best interest of the class members.

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

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

23 15. In light of all the time and effort I have spent on this case, the risk I undertook by suing my
24 employer, the exposure to being responsible for paying Defendants' costs in the event we did not
25 win the case, the reputational risk that future employers may hold this lawsuit against me, the
26 general release and in light of the size of the settlement, I believe the request for \$10,000 as a
27 Class Representative service payment is fair and reasonable.

28
DECLARATION OF LAURA WEITZ IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT

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

3
4 Executed on 08/23/2025, at Los Angeles.
5 (city, state)

6 *Laura Weitz*

Laura Weitz (Aug 23, 2025 00:27:40 PDT)

7 Laura Weitz
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DECLARATION OF LAURA WEITZ IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

Victoria B. Rivapalacio (SBN 275115)

Christine T. LeVu (SBN 288271)

Adolfo Sanchez Contreras (SBN 354371)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for *Plaintiffs*

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LAURA WEITZ and LAILA FAIZ, individuals,
on behalf of themselves and on behalf of all
persons similarly situated, and on behalf of the
State of California, as a private attorney general,

Plaintiff,

v.

BANANA REPUBLIC, LLC, a Limited Liability
Company; THE GAP, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV19287

CLASS ACTION

**DECLARATION OF LAILA FAIZ IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 4, 2025

Time: 10:00 a.m.

Dept.: 11

Complaint Filed: April 17, 2023

FAC Filed: January 16, 2024

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DECLARATION OF LAILA FAIZ

I, Laila Faiz, declare as follows:

1. I am individual over 18 years of age. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently. I am one of the named Plaintiffs in the above-entitled case against Defendants Banana Republic, LLC and The Gap, Inc. ("Defendants").

2. I was employed by Defendants as a Customer Service Sales Associate from about 2018, until on or about September 1, 2023. During my employment with Defendant, I was a non-exempt, hourly employee.

3. During my employment with Defendants, I was underpaid sick pay wages. I was routinely paid various non-discretionary incentive wages, including without limitation, award/contest incentives, that were not factored into the sick pay regular rate of pay. I was also issued inaccurate wage statements during my employment.

4. I understand that this action was brought on behalf of all other employees in the State of California, and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my class claims in this lawsuit separately or independently from the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

5. I understand that the filing of this action was a matter of public record and that this was being prosecuted on a representative basis. I understand that a representative action would take longer in litigation than an individual action and undertook such risks.

6. I have spent a significant amount of time discussing this matter with my attorneys on many occasions and assisting with the prosecution of this matter. To date, I have performed a number of tasks in my role as the representative. This includes the following:

a. Meeting with my attorneys and discussing this case and the facts involved on numerous occasions, including discussing Defendant's policies and practices related to the claims;

1 b. Searching for and gathering documents related to this case, including my
2 employment records and paystubs;

3 c. Reviewing the pleadings and other documents, including my PAGA letter,
4 the complaints, my declaration, and the settlement agreement, as well as my records that were produced
5 by Defendants; and

6 d. Regularly providing information to my attorneys and responding to any
7 questions.

8 I have been actively involved with this lawsuit performing the duties described above. In total, I
9 estimate I have spent approximately 38 to 40 hours in connection with this lawsuit.

10 7. I have discussed the terms of the settlement with my attorneys, and based on the
11 information provided, I believe the settlement to be fair, adequate, and reasonable for myself and
12 for the entire Class. I reviewed and signed the Memorandum of Understanding on March 14, 2025.

13 8. I am proud of the result and accomplishment of this lawsuit. I feel that it is a positive
14 accomplishment of this lawsuit. I understand that many individuals will benefit in this lawsuit and
15 receive monetary payments because of the actions that I have taken by prosecuting this lawsuit on their
16 behalf.

17 9. I understand that I could have been liable for Defendants' costs had Defendants
18 prevailed. I also understand that this lawsuit was filed in the public court records, which may affect my
19 ability to obtain future employment.

20 10. I also executed a general waiver of any and all claims, including a waiver of
21 California Civil Code § 1542, which I understand was not required of other Class Members.

22 11. In light of all the time and effort I have spent on this case, the risk I undertook by suing
23 my employer, the exposure to being responsible for paying Defendants' costs in the event we did not
24 win the case, the reputational risk that future employers may hold this lawsuit against me, the general
25 release and in light of the size of the settlement, I believe the request for \$10,000 as a Class
26 Representative service payment is fair and reasonable.

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

Executed on this 28 day of August 2025, at Hayward, California.



Laila Faiz