

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

Attorneys for Plaintiff CHRISTOPHER FRANCESCHI and all others similarly situated
[Additional Counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

ANDREW TREJO BACA; CHRISTOPHER
FRANCESCHI, on behalf of themselves and
all others similarly situated, and the general
public,

Plaintiffs,

v.

AIRPORT APPLIANCE, INC., a California
corporation; AIRPORT HOME APPLIANCE,
a business entity of unknown form; and DOES
1 through 50, inclusive,

Defendants.

) Case No. 23CV421926

) [Assigned for all purposes to the Hon. Theodore
) C. Zayner, Dept. 19]

) **DECLARATION OF AARON A. BARTZ IN**
) **SUPPORT OF MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT**

) Date: February 11, 2026
) Time: 1:30 p.m.
) Dept: 19

1 D.LAW, INC.
2 Emil Davtyan (SBN 299363)
3 emil@d.law
4 David Yeremian (SBN 226337)
5 d.yeremian@d.law
6 David Keledjian (SBN 309135)
7 d.keledjian@d.law
8 David Arakelyan (SBN 337076)
9 d.arakelyan@d.law
10 880 E. Broadway
11 Glendale, CA 91205
12 Telephone: (818) 962-6465
13 Facsimile: (818) 962-6469

14 Attorneys for Plaintiff ANDREW TREJO BACA

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I am an attorney licensed to practice before all courts of the State of California. I am the owner of Bartz Law Group APC, and Class Counsel for the Plaintiff Christopher Franceschi and all others similarly situated. I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify to those facts under oath.

PRELIMINARY APPROVAL AND NOTICE TO CLASS MEMBERS

4. Pursuant to the Order, on August 28, 2025, the settlement administrator Xpand Legal (“Xpand”), mailed the Class Notice to the 542 class members. (*See* Declaration of Jonathan Paul (“Paul Decl.”)).

6. No class members have objected to the Settlement, and not one class member has requested exclusion from the Settlement. The average payment to each class member is approximately \$1,869.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- (1) Net settlement fund: \$1,013,422;
- (2) Attorney's fees and costs: \$630,000 in attorneys' fees and \$26,578 in costs;
- (3) Settlement administrator expenses of \$15,000;
- (4) PAGA payment: \$90,000 (67,500 to the LWDA, and \$22,500 to aggrieved employees);
- (5) Class representative enhancements: \$25,000 for the named Plaintiffs.

8. This case arises out of wage and hour violations by Defendant Airport Appliance, (“Defendant”) against its current and former California employees. Plaintiffs filed their Second Amended Complaint on December 19, 2024. A true and correct copy of Plaintiffs’ Second Amended Complaint is attached hereto as **Exhibit 3**.

10. Prior to attending Mediation, Defendant provided Plaintiffs with class-wide data from which Plaintiffs' Counsel could extrapolate a damage analysis in preparation of mediation. There are a total of 542 Class Members and 42,916 workweeks in the Class Period. There are also 368 aggrieved employees and 9,788 pay periods within the PAGA Period. (Paul Decl. ¶ 15.)

1 the Proper Regular Rate of Pay; 5) Failure to Properly Maintain and Submit Itemized Wage
2 Statements; 6)Waiting Time Penalties; 7) Unfair Business Practices; 8) Failure to Reimburse
3 Expenses; and 9) Violation of Labor Code § 2699 (PAGA). Plaintiffs further allege that they
4 and the Class are entitled to damages, restitution, wages, attorneys' fees, and interest, among
5 other remedies. The reasonable exposure and the reasonable settlement value for each of the
6 alleged claims are as follows:

7 **a. Unpaid Wages**

8 Plaintiffs allege that Defendant failed to pay employees for all overtime hours worked
9 based on Defendant's failure to pay the regular rate of pay to salespersons for commissions
10 earned. California Labor Code § 510(a) and the IWC Wage Orders regulating payment of wages
11 in the state of California, provide that eight (8) hours of labor constitutes a day's work and any
12 work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours
13 in any one workweek shall be compensated at the rate of no less than one and one-half times the
14 regular rate of pay for each employee and any work in excess of twelve (12) hours in any one
15 workday shall be compensated at the rate of no less than twice the regular rate of pay for each
16 employee. Plaintiffs contend that Defendant miscalculates the regular rate, by among other
17 things, failing to properly include items of remuneration when determining the employees'
18 regular rate. Plaintiffs contend that Defendant is therefore in violation of Labor Code § 510 and
19 1194, and the relevant California Industrial Welfare Commission Orders. Pursuant to California
20 law, a commission paid on a weekly basis is added to the employee's other earnings for that
21 workweek and the total is divided by the total number of hours worked in the workweek to
22 obtain the employee's regular hourly rate for the particular workweek. (29 CFR § 778.118; see
23 also DLSE 2002 Enforcement Policies & Interpretations Manual, §§ 49.1.2-49.2.1.3).

24 Defendant disputes Plaintiffs' claims, alleging that it paid the proper regular rate of pay,
25 and that in any event, salespersons employed regularly earned at least 50% of their pay through
26 commissions, and were therefore exempt from overtime.

27 Plaintiffs and their expert analyzed payroll and time records for the class members and
28

1 calculated that the regular rate claim is worth approximately **\$604,000**. This claim only affected
2 the Salesperson Group, and in arriving at the damages calculation, Plaintiffs' expert reviewed
3 payroll records for the Salesperson Group, including pay period counts per year, commissions
4 earned, and a weighted average of rate of pay. Based on Defendant's defenses, including that
5 salespersons may be exempt in pay periods where they earned at least 50% of their pay due to
6 commissions, the Plaintiffs placed a reasonable settlement value of the unpaid wages claim at
7 sixty percent of the total verdict value, or **\$362,400**. This valuation takes into consideration
8 Plaintiffs' counsels' analysis of the law, and evidence produced by the Defendant.

9 **b. Meal and Rest Period Claims**

10 i. Meal period liability and damages

11 Plaintiffs contend that Defendant fails to provide duty-free meal periods to Plaintiffs and
12 the class members, who suffered short, late and missed meal periods on a regular basis.
13 Plaintiffs' expert analyzed each pay period for any meal violation (i.e. short, late, missed) and
14 calculated 28.5% violation rate on shifts with at least one (1) violation.

15 In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012), the California
16 Supreme Court held that "under ... Labor Code section 512, subdivision (a), an employer must
17 relieve the employee of all duty for the designated period but need not ensure that the employee
18 does no work" during the meal period. *Brinker*, 53 Cal. 4th at 1034. However, "...an employer
19 may not undermine a formal policy of providing meal breaks by pressuring employees to
20 perform their duties in ways that omit breaks. *Cicairos v. Summit Logistics, Inc.*, 133 Cal. App.
21 4th 949, 962–963 (2005); *see also Jaimez v. DAIOHS USA, Inc.*, 181 Cal. App. 4th 1286, 1304–
22 1305 (2010) [proof of common scheduling policy that made taking breaks extremely difficult
23 would show violation]; *Dilts v. Penske Logistics, LLC*, 267 F.R.D. 625, 638 (S.D.Cal.2010)
24 [indicating informal anti-meal-break policy "enforced through 'ridicule' or 'reprimand' " would
25 be illegal].) The wage orders and governing statute do not countenance an employer's exerting
26 coercion against the taking of, creating incentives to forego, or otherwise encouraging the
27 skipping of legally protected breaks." *Brinker*, 53 Cal. 4th at 1040.

1 Moreover, in *Donohue, supra*, the Court held that at both the class certification and
2 summary judgment stage, when time records show short, missed, and late meal periods, there is a
3 presumption that an employer violated California’s meal period requirements. *See Donohue,*
4 *supra*, 11 Cal.5th at 78 (“If time records show noncompliant meal periods, then a rebuttable
5 presumption of liability arises.”)

6 Plaintiffs allege that the failure to provide meal periods here was particularly acute, given
7 that there was no evidence that Defendant paid meal period premiums at all during the class
8 period.

9 Defendant, on the other hand, contends that it has fully compliant meal period policies,
10 and that its objective records reflect strict compliance with California’s meal period
11 requirements. Further, Defendant believes that the meal period claim cannot be certified because
12 of the existence of individualized issues as to the why meal periods were not taken, among other
13 reasons.

14 Class Counsel and their expert calculated the maximum verdict value of the meal break
15 claims to be approximately **\$1 million**. This calculation is based on the assumption that each
16 late, missed or short meal period was the result of Defendant’s interference with Plaintiffs’ and
17 the class members abilities to take duty-free meal periods. Accordingly, Class Counsel and their
18 expert determined a total violation rate for the class members, and average rate of pay based on
19 the payroll data for the class. Based on discussions with Plaintiffs and interviews of other class
20 members, and the fact that Defendant has facially compliant meal period policies, Plaintiffs
21 believe they had a fifty percent probability of recovering all of these damages. Accordingly,
22 Plaintiffs contend the reasonable exposure of the meal break claim is approximately **\$500,000**.

23 ii. Rest period liability and damages

24 *Labor Code* § 226.7(b) provides that “[a]n employer shall not require an employee to
25 work during a meal or rest or recovery period mandated under an applicable statute, or applicable
26 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
27 Health Standards Board, or the Division of Occupational Safety and Health.”
28

1 Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and
2 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
3 each work period. The authorized rest period time shall be based on the total hours worked daily
4 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However,
5 a rest period need not be authorized for employees whose total daily work time is less than three
6 and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which
7 there shall be no deduction from wages.”

8 Plaintiffs’ theory on the rest break claim is that Plaintiff Franceschi and other salespeople
9 were not separately compensated for their rest periods, because Defendant’s commission plans
10 did not account for them. *See, e.g., Bluford v. Safeway, Inc.*, 216 Cal.App.4th 864, 871-872
11 (2013); *Vaquero v. Stoneledge Furniture LLC*, 9 Cal.App.5th 98, 110-111 (2017). Plaintiffs
12 further allege that Plaintiffs and other non-exempt employees were not able to take duty-free rest
13 periods, because they were always on-call and unable to take their rest periods. Moreover, like
14 the meal period claim, there was no evidence that any premium payments were attributed to any
15 rest period violations. Plaintiffs contend that a complete lack of premium pay “would require
16 perfection or, more likely, a ‘deep, system-wide error’ in failing to pay such premiums.” *In re*
17 *Tea Station Inv.*, 2021 Bankr. LEXIS 2985, at *22 (C.D. Cal. Oct. 26, 2021).

18 Defendant contends, on the other hand, that liability is tenuous at best because Defendant
19 had a compliant rest period policy, and that Plaintiffs would not be able to succeed on this claim
20 because of numerous individual issues regarding why rest periods were not taken.

21 Plaintiffs’ expert calculated total violations across the class, multiplied by an average rate
22 of pay for the class members. As such, Class Counsel and their expert calculated the maximum
23 verdict value of the rest period claims to be **\$1.1 million**. Based on the difficulty of proving rest
24 period violations on a classwide basis, and the lack of objective evidence proving such
25 violations, Plaintiffs believe they had a forty percent chance of recovering all of the rest period
26 damages. As such, Plaintiffs believe the reasonable exposure of the rest break claim is
27 approximately **\$440,000**.

1 **c. Failure to Pay Meal and Rest Period Premiums At The Regular Rate**

2 Plaintiffs contend that Defendant failed to pay for missed meal and missed rest periods at
3 the regular rate of pay. *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 878 (2021)
4 (finding that “regular rate of compensation” in section 226.7(c) “has the same meaning as
5 ‘regular rate of pay’ in section 510(a) and encompasses not only hourly wages but all
6 nondiscretionary payments for work performed by the employee.”). Based on Plaintiffs’
7 investigation and discovery, however, Defendant failed to pay any meal and rest period
8 premiums whatsoever. As such, the meal and rest period analysis above reflects the proper
9 exposure for this claim, and there is no separate damages exposure here.

10 **d. Wage Statement Claim**

11 *Labor Code* §226(a) states in pertinent part: “Every employer shall, semimonthly or at
12 the time of each payment of wages, furnish each of his or her employees, either as a detachable
13 part of the check, draft, or voucher paying the employee’s wages, or separately when wages are
14 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross
15 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
16 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, ...
17 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
18 name of the employee and only the last four digits of his or her social security number or an
19 employee identification number other than a social security number, (8) the name and address of
20 the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay
21 period and the corresponding number of hours worked at each hourly rate by the employee... .”

22 Plaintiffs’ theory of liability with respect to the paystub claim is twofold. **First**, Plaintiffs
23 allege that Defendant fails to set forth the proper regular rate when calculating overtime when
24 bonuses and other non-discretionary compensation is paid. **Second**, Plaintiffs allege that
25 Defendant failed to set forth all premium payments for meal and rest period violations. In
26 *Naranjo v. Spectrum Security Servs., Inc.*, 13 Cal.5th 93 (2022), the Court held that an
27 employer’s obligation to report wages includes an obligation to report premium pay for meal and
28

rest break violations. Plaintiffs therefore contend that any time Defendant failed to do so here should result in paystub penalties.

Defendant argues that, even assuming there are any violations, which it denies, Defendant presents evidence of a good faith dispute as to any violation. *Hurst v. Buczek Enters., LLC*, 870 F.Supp.2d 810, 829 (N.D. Cal. 2012) (no section 226 violation where the employer "makes a good faith claim" in its defense); *Harris v. Vector Mktg. Corp.*, 656 F.Supp.2d 1128, 1146 (2009) (the "employer did not knowingly and intentionally fail to provide itemized wage statements" where there was a "good faith dispute").

Pursuant to Labor Code section 226, subd. (e)(1), employees are entitled to \$50 for the initial pay period in which a violation occurs, and \$100 per pay period for subsequent violations. Nevertheless, pursuant to *Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1209 (2008), the heightened penalty amount is not recoverable unless there is a showing of a prior citation or in the absence of a good faith dispute. *See also Bernstein v. Virgin America, Inc.*, 3 F.4th 1127, 1144 (9th Cir. 2021). Because there is no evidence here that Defendant has previously been cited with Labor Code violations, Class Counsel believes the \$50 penalty to be applicable for all violations.

Based on the pay periods at issue here, Plaintiffs and their expert calculated wage statement penalties by multiplying the total employee count during the statutory period by the total number of pay periods during that period. The maximum verdict value of the paystub penalties are approximately **\$724,000**. Because this claim is derivative of the wage and meal and rest period claims above, Plaintiffs believe they have a fifty percent chance of recovering all of those penalties, or **\$362,000**, based on the risks set forth above and Defendant's defenses.

e. Waiting Time Penalties

Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with *Labor Code* §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

1 In *Naranjo, supra*, the Court held that failing to pay meal and rest period premium
2 payments constituted “wages” for purposes of waiting time penalties. *Naranjo, supra*, 13 Cal.5th
3 at 117. Defendant denies any violations whatsoever, and that even if such violations are proven,
4 that Defendant has a good faith dispute regarding whether such wages are owed.

5 Plaintiffs and their expert determined that the total verdict value of this claim is
6 approximately **\$1.15 million**, based on termination counts provided, multiplied by the average
7 daily rate per terminated employee and the maximum 30-day waiting time period. Class Counsel
8 believes the reasonable settlement value is far less than the maximum amount because of the
9 willfulness standard for proving such penalties. Plaintiffs believe they have a forty percent
10 possibility of proving all such penalties. As such, Plaintiffs believe the realistic value of the
11 waiting time penalties are **\$460,000**.

12 **f. Failure to Reimburse Expenses**

13 Labor Code section 2802 provides, in pertinent part: “An employer shall indemnify his
14 or her employee for all necessary expenditures or losses incurred by the employee in direct
15 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
16 the employer. . .” The purpose of section 2802 is “to prevent employers from passing their
17 operating expenses on to their employees.” *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th
18 554, 562 (2007).

19 Plaintiffs allege that they and the class members were required to use their own personal
20 cell phones for their work, reimbursement was required. *See Cochran v. Schwan's Home Serv.,*
21 *Inc.*, 228 Cal. App. 4th 1137, 1144 (2014) (finding that reimbursement for personal cell phone
22 usage required when mandatory for performing one’s job). Additionally, Plaintiffs allege that
23 certain non-exempt employees were required to purchase steel toe boots and maintain their
24 protective gear consisting of a safety jacket and a vest.

25 Defendant contends that Plaintiffs were paid for all of their expenses, and that they were
26 not required to use their cell phone for work purposes, and any other expenses incurred were
27 appropriately reimbursed.

1 Based on testimony from Plaintiffs and the class members, Plaintiffs allocate \$15 per pay
2 period for the reimbursement claim. As such, the value of this claim as calculated by Plaintiffs'
3 expert is approximately \$370,000. Based on the Defendant's defenses, and issues in proving the
4 reimbursement claim on a classwide basis, Plaintiffs allege they had a thirty percent chance of
5 recovery here, and the realistic value of the reimbursement claim is therefore **\$111,000**.

6 **g. PAGA**

7 Plaintiffs contend that PAGA penalties are owed based on the numerous alleged Labor
8 Code violations identified above. Once a PAGA violation is found, a court must award civil
9 penalties. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1211-1213 (2008).
10 Nevertheless, a court has discretion to reduce the award of civil penalties if it finds that "based
11 on the facts and circumstances of the particular case, to do otherwise would result in an award
12 that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2).

13 Significantly, however, the California Supreme Court recently ruled that penalties may
14 not accrue during a time when the law was unsettled, which it was in part during the pendency of
15 this case. *See Naranjo v. Spectrum Security Services, Inc.*, 15 Cal.5th 1056 (2024) ("*Naranjo IP*")
16 (finding that employer's reasonable, good faith dispute precluded penalties from being awarded
17 for failure to report meal and rest period payments on wage statements). As such, there is a very
18 real possibility that a court would substantially reduce the PAGA penalties, even if they are
19 proven. *See, e.g., Fleming v. Covidien, Inc.*, 2011 WL 7563047, *3-4 (C.D. Cal. 2011) (reducing
20 penalties from \$2.8 million to \$500,000 based on wage statement violations because to assess
21 full penalties would be unjust and arbitrary); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203
22 Cal.App.4th 1112, 1134 (2012) (reduction of PAGA penalties by 30% affirmed on appeal).

23 Plaintiffs and their expert calculated the maximum verdict value of the PAGA penalties
24 **\$17 million**, based on assumed violations of Labor Code sections 1194, 512, 226.7 and 226,
25 violations for each and every pay period at issue, stacking of penalties, heightened subsequent
26 penalties, and a 100% violation rate. Plaintiffs believe recovering all of these penalties is highly
27 unlikely, and based on a Court's discretion to reduce such penalties, Plaintiffs believe they had a
28

ten percent chance of recovering those penalties. As such, Plaintiffs value the claim at **\$1.7 million**.

h. Total Damages Exposure¹

Plaintiffs believe that the **\$1.8 million** settlement achieved in this case is excellent for the class members. Based upon a realistic exposure of **\$3.94 million**, the settlement represents approximately 46% of that total value. Given the many defenses raised, the uncertainty of the certifiability of any class, and the difficulty in proving the claims, Class Counsel believe this settlement is an excellent result for all of the class members.

12. Plaintiffs submit this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. *E.g.*, *Van Kempen v. Matheson Tri-Gas, Inc.* (N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182 (granting final approval of \$5,000 PAGA penalty from \$370,000 settlement, or 1.4 percent of total settlement); *Slavkov v. First Water Heater Partners I* (N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS 116303 (finding a \$7,500 PAGA payment reasonable when measured against the overall settlement of \$345,000 and the possible weaknesses in plaintiffs' case, or 2.2 percent of total settlement). Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary. *Jennings v. Open Door Mktg. Inc.* (N.D. Cal. Oct. 3, 2018) 2018 U.S. Dist. LEXIS 171356, at *27 (approving settlement with PAGA penalties of 0.6% where "[p]laintiffs [have] submitted the settlement agreement to the LWDA, and the LWDA has not objected to the settlement).

13. Thus, Plaintiffs and their counsel discounted the value of the class claims consistent with the risks discussed above. They carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued, and concluded – in light of these very real

¹ The Unfair Competition claim is subsumed into the *Kullar* analysis above. The Unfair Competition claim is based upon the wage and hour violations, and adds an extra year of damages, and is included within the above analysis.

1 and substantial risks – settlement on the proposed terms and without prolonged and costly litigation
2 was in the best interests of the class. The overall \$1,800,000 recovery represents a significant
3 percentage of Defendant’s potential exposure and, given Defendant’s multi-layered defenses and
4 all other potential risks of continued litigation, a total recovery for the class of \$1,800,000, which
5 will result in average award of at least \$1,869 per class member, plus additional sums under PAGA,
6 is a significant result well within the range of reasonableness considering all potential outcomes,
7 and it will provide direct monetary awards to all Class Members without further delay.

8 **ATTORNEY COMPETENCE IN CLASS ACTIONS**

9 14. I am experienced class action counsel, including specializing in wage and hour
10 and employment claims. Some of the class action litigation on which I have been approved as
11 Class Counsel include:

- 12 a. *Wilkins, et al. v. Equinox Holdings, Inc.*
13 Los Angeles Superior Court, No.: BC440058
- 14 b. *TBC Retail Group Wage and Hour Cases*
15 Los Angeles Superior Court, No.: JCCP No. 4701
- 16 c. *Casserly v. Randstad US, L.P., et al.*
17 U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)
- 18 d. *Crilly v. Micro Electronics, Inc.*
19 Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC
- 20 e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
21 Orange County Superior Court, No.: 30:2013-00649600-DU-OE-CXC
- 22 f. *Holsted et al. v. R.J. Noble Company et. al.*
23 Orange County Superior Court, No.: 30:2010-00379770-CU-OE-CXC
- 24 g. *Piggue v. Chief Protective Services, Inc.*
25 Orange County Superior Court, No.: 30-2013-00688107-CU-OE-CXC
- 26 h. *Walsh v. Pacific Bell Telephone Company*
27 Orange County Superior Court, No.: 30-2011-00498062-CU-OE-CXC
28

- i. *Woods v. JFK Memorial Hospital*
Riverside County Superior Court, No.: INC 1205209
- j. *Ramirez et. al v. Titan Insurance of New Mexico*
Riverside County Superior Court, No.: RIC1211890
- k. *DeSantos v. Jaco Oil Company, et al.*
U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT
- l. *Duran v. Big 5 Corp.*
Los Angeles Superior Court, Case No. BC557154
- m. *Sheahan v. Celtic Leasing Corporation, Inc.*
Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC
- n. *Panasis v. Control4 Corporation*
United States District Court, Central District of California
Case No. SACV-16-1179-DOC
- o. *O&R Construction, LLC v. Dun & Bradstreet, et al.*
United States District Court, Western District of Washington
Case No. C12-2184 TSZ
- p. *Matthews v. Whelan Security of California, Inc.*
Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC
- q. *Rodriguez v. R.J. Noble Company (Navarro/Kles),*
Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC
- r. *Wang v. Fountain Valley Regional Hospital*
Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC
- s. *Skerl v. Sutter Bay Hospitals*
San Mateo Superior Court, No. 21-CIV-02057

15. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in Economics and English, and graduated from Southwestern Law School in 1998. Since becoming

1 a lawyer in 1998, my practice has focused on complex litigation matters, and for more than a
2 decade, complex employment law and wage and hour matters.

3 16. I am a member of the California State Bar, the Orange County Bar Association,
4 Los Angeles County Bar Association, and California Employment Lawyers Association. I have
5 an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 27+
6 year career, I have handled many successful employment law matters both at the trial and
7 appellate levels. I estimate that I have represented plaintiffs in hundreds of employment cases,
8 the vast majority of which have resulted in favorable settlements, awards and/or verdicts for my
9 clients. I have successfully prosecuted and obtained significant recoveries in several class action
10 lawsuits and other lawsuits involving complex legal and factual issues. In 2015, I was co-lead
11 counsel in *Walsh v. Pacific Bell*, which settled for \$16,800,000. Recently, in October 2023, I
12 was also co-lead counsel in *Skerl v. Sutter Bay Hospitals*, in which final approval was granted for
13 a \$12,000,000 settlement for health care workers. I have also been involved in many other
14 million and multi-million dollar verdicts and settlements over the years.

15 17. In addition to myself, Rex J. Phillips, an attorney with over 19 years of
16 experience, also assisted me with the prosecution of this case. Mr. Phillips graduated with
17 Honors from Glendale University College of Law, achieved a B.A. in English from California
18 State Polytechnic University, Pomona, and has many years of experience prosecuting
19 employment actions, including wage and hour class and representative actions.

20 18. Moreover, assisting Mr. Phillips and I on this case were paralegals Nestor Mejia
21 and Leanne Nguyen-Phuoc. Mr. Mejia has an AA from West Los Angeles College in Business
22 Administration, and has many years of experience working on employment and wage and hour
23 matters, including PAGA and complex class actions, for my firm and others within California.
24 Ms. Nguyen-Phuoc has a BA from University of California, Irvine (UCI), and attained a
25 paralegal certificate from UCI in 2023. Ms. Nguyen-Phuoc has worked on various employment
26 and wage and hour matters for the past year.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

20. In addition, Plaintiffs are releasing all claims, not just wage and hour claims, as part of his release in this case. As such, Plaintiffs' release includes a waiver of unknown claims and their rights under California Civil Code § 1542.

22. Based on the work that both Plaintiffs have done for the class in this case, the risks of this litigation, I believe Mr. Franceschi is entitled to his enhancement award of \$15,000, and Mr. Baca is entitled to an enhancement award of \$10,000.

23. **Percentage of the Benefit Method.** This Settlement is a \$1.8 million non-reversionary common fund, and Class Counsel's request is for thirty-five percent of the settlement, or \$630,000. Based on my experience, fee awards of thirty-five percent of a common fund class action are common and within the range regularly awarded by Courts throughout California.

1 24. Based on my experience, attorneys' fees equal to thirty-five percent of the money
2 recovered by settlement likewise are common contingency arrangements in the legal
3 marketplace. The most common contingency arrangement is between one-third and 40% of the
4 recovery, based on my professional experience, and in fact, the fee agreements entered into
5 between Class Counsel and Plaintiffs also call for a contingency percentage of up to 40%.

6 25. **Lodestar Cross-Check Method.** Class Counsel's request for attorneys' fees, if
7 cross-checked under the lodestar method, currently includes a 2.37 multiplier. Specifically:

8 a. Class Counsel, including attorneys and paralegals from my firm, Bartz
9 Law Group, APC, United Employees Law Group PC, and D.Law, have collectively spent over
10 327 hours on this matter to date, with a collective lodestar of approximately \$265,637. Based on
11 experience, I anticipate that Class Counsel will spend at least 25 hours preparing for the hearing
12 on the motion for final approval, talking to class members, working with the settlement
13 administrator, preparing for and attending the final approval hearing, and performing other post-
14 judgment obligations. Attached as **Exhibit 4** is a true and correct copy of the attorneys' fees
15 incurred by Bartz Law Group APC in this case. The fees incurred were reasonable and
16 necessary in order to prosecute this case. Based on my experience, the rates charged by Class
17 Counsel are well within reasonable market rates in Southern California, and generally modest
18 when compared to other employment law attorneys with comparable experience, and do not
19 reflect the risk with this being a contingency case.

20 b. Class Counsel has also exercised billing discretion, and not billed for
21 every phone call, email reviewed, and the like. Moreover, Class Counsel has cut duplicative
22 hours that were not reasonably necessary to the resolution of this case.

23 c. Class Counsel consisting of Bartz Law Group, APC and United
24 Employees Law Group PC (collectively "BLG") and D.Law have agreed to split the fees in this
25 case as follows: 80% to BLG and 20% to D.Law. Plaintiffs have agreed to this fee split in a
26 signed writing.

1 e. Based on my professional experience and expertise in class actions and
2 class litigation, the factual and legal complexity of this case required that it be actively litigated
3 by experienced counsel. As such, I performed the lion's share of work in this case to ensure a
4 successful outcome for the class members.

5 f. I believe a multiplier of 2.37 is fully justified and reasonable in this case.
6 That is my belief for a number of reasons, including:

7 i. Class Counsel took this case on a full contingency basis, and in
8 doing so expected a risk enhancement if we prevailed.

9 ii. Class Counsel's hourly rates do not reflect the risk associated with
10 this being a contingency case.

11 iii. As noted above, based on my experience these rates are reasonable
12 and commensurate with prevailing market rates for attorneys of Class Counsel's experience, skill
13 and expertise.

14 iv. I know from experience that class action litigation is risky. Class
15 action litigation is performed on a contingency basis (i.e., we only get paid if we recover for
16 plaintiff and the class) and requires us to advance all litigation costs. This particular case
17 involved many legal uncertainties, including the fact that Plaintiffs and others signed arbitration
18 agreements, and certain exemption issues with respect to pay policies, which made the case
19 especially risky. Moreover, when we took this case, we committed ourselves to fronting all the
20 expenses through trial and appeal without any guarantee of repayment.

21 v. The complexity and novelty of the issues presented was
22 substantial, as discussed above.

23 vi. Despite the novel and complex issues involved, we staffed this
24 case very lean, to ensure that we were as efficient as possible, and to avoid duplication of work.

25 vii. Class Counsel displayed skill and efficiency in proving the claims
26 against Defendant, and Class Counsel was able to settle this case for a sizable amount in far less
27
28

time than would be required had less experienced and skillful attorneys handled this case, based on my observations of other class action settlements over the many years I have been practicing.

viii. Based upon my experience, Class Counsel's current requested 2.37 multiplier is in line with other complex cases, including those within the wage and hour context.

26. Class Counsel has also incurred reasonable and necessary costs to prosecute this action, including filing fees, mediation fees, and expert fees, among others. Class Counsel therefore requests costs of \$26,578. Attached as **Exhibit 5** are Bartz Law Group APC attorneys' costs incurred in connection with this case.

27. The settlement administrator Xpand requests \$15,000 in fees and costs to administer the settlement. Based on my experience in prosecuting wage and hour class actions, Xpand's expenses of \$15,000 to administer the settlement is fair and reasonable, and should be approved.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed on January 16, 2026, at Irvine, California.

//Aaron A. Bartz//

Aaron A. Bartz

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Christopher Franceschi and Andrew Trejo Baca (“Plaintiffs”) and Defendant Airport Appliance, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” collectively means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned *Andrew Trejo Baca v. Airport Appliance, Inc.*, Case No. 23CV421926, filed in the Santa Clara Superior Court, and *Christopher Franceschi v. Airport Appliance, Inc.*, Case No. 23CV044613, filed in the Alameda County Superior Court.
- 1.2. “Administrator” means Xpand Legal Consulting, LLC (“Xpand”), 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 of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who have worked in California for Defendant at any time from July 3, 2022 through November 22, 2024 whether or not the Aggrieved Employee opts out of the class settlement, and represented by the Plaintiffs and the State of California Labor and Workforce Development Agency.
- 1.5. “Claim” or “Claims” means the claims brought in the Action and any and all claims, demands, liabilities, accountings, losses, damages, errors, complaints, cross-complaints, causes of action, petitions, intentional or negligent acts, intentional or negligent omissions, liability without fault, misrepresentations, material omissions, fraud, deceit, breaches of fiduciary duty or duties, breaches of contract, breaches of warranties, express indemnity, implied indemnity, equitable indemnity, including but not limited to claims that may be maintained on a class, collective, or representative basis, violations of California Labor Code, class action claims, individual claims, PAGA claims on behalf of the State of California and aggrieved employees, violations of California Business and Professions Code, contribution, economic damages, non-economic damages, compensation, property damage, loss of use, loss of services, attorneys’ fees, experts’ fees, repair costs, investigative costs, consultative expenses, and any other actionable omissions, conduct or damage of every kind or nature whatsoever, whether subrogated or non-subrogated, whether in tort, contract or extra-contractual, criminal, at law or contingent, foreseen or unforeseen, known or unknown, past, present, or future which arises from or is related to the Action and recitals described below.
- 1.6. “Class” means all non-exempt current and former employees who worked in California for Defendant during the Class Period.
- 1.7. “Class Counsel” means Bartz Law Group, APC, United Employees Law Group, PC, and D.Law, Inc.

- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.9. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” or “Settlement 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), and consists of the following two groups of employees: (a) the “Salesperson Group”, which includes all current and former non-exempt salespersons of Defendant during the Class Period; and (b) the “Non-Exempt Employee Group,” which includes all current and former non-exempt employees of Defendant excluding the “Salesperson Group” during the Class Period.
- 1.11. “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.
- 1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from September 5, 2019 through November 22, 2024.
- 1.14. “Class Representatives” mean the named Plaintiffs Christopher Franceschi and Andrew Trejo Baca, seeking Court approval to serve as Class Representatives.
- 1.15. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.16. “Court” means the Superior Court of California, County of Santa Clara.
- 1.17. “Defendant” means named Defendant Airport Appliance, Inc.
- 1.18. “Defense Counsel” means Paul Avilla and Jeanine DeBacker of McPharlin Sprinkles & Thomas LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means One Million Eight Hundred Thousand Dollars (\$1,800,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.26. “Judgment” means the judgment approved by Defense Counsel and entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “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 remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period from July 3, 2022 through November 22, 2024.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means Plaintiffs’ March 23, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), asserting claims for civil penalties under, among other things, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 1198.5, 2802, and 2699.
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$90,000.00), allocated 25% to the Aggrieved

Employees (\$22,500.00) and 75% to LWDA (\$67,500.00) in settlement of PAGA claims.

- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiffs” mean Christopher Franceschi and Andrew Trejo Baca, the named plaintiffs in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40. “Related Persons and Entities,” as used herein, shall refer to any and all past, present, and future parent companies, divisions, subsidiaries, affiliates, related corporations and entities, members, shareholders, directors, officers, executives, investors, employees, insurers, reinsurers, lenders, mortgage holders, predecessors, successors, and any partners, joint venturers, legal representatives, advisors, suppliers, manufacturers, designers, heirs, administrators, trusts, trustees, co-trustees, family members, beneficiaries, creditors, advisors, subcontractors, materialman, consultants, assigns, agents, attorneys, and representatives.
- 1.41. “Released Class Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.
- 1.43. “Released Parties” means: Defendant and its Related Persons and Entities.
- 1.44. “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.
- 1.45. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.
- 1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.47. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. Plaintiffs filed the Action in September 2023, alleging causes of action against Defendant for Violation of Business and Professions Code section 17200, Failure to Pay Wages including Minimum and Overtime Wages, Failure to Maintain Accurate Payroll Records, Waiting Time Penalties, Failure to Provide and Maintain Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Failure to Reimburse Expenses, and Violation of the PAGA. Defendant denies the allegations alleged in the Action, denies any failure to comply with the laws identified in the Action, and

denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On September 25, 2024, the Parties participated in an all-day mediation presided over by the Hon. Brian C. Walsh (Ret.), which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, time and payroll records of Defendant, policy documents, and other information and data 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*”).
- 2.5. The Court has not granted class certification.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to pay One Million Eight Hundred Thousand Dollars (\$1,800,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all applicable employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant agrees to pay the Gross Settlement Amount, which is the total and all-inclusive amount that Defendant will be obligated to pay under the Settlement embodied by this Agreement. Under no circumstances shall the Settlement sum exceed the sum of \$1,800,000.00, inclusive of class payments, PAGA penalties, and attorney fees and costs. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.3. To Plaintiffs: Class Representative Service Payment to the Class Representatives in the following amounts: (1) Not more than Fifteen Thousand Dollars (\$15,000.00) to Christopher Franceschi; and (2) not more than Ten Thousand Dollars (\$10,000.00) to Andrew Trejo Baca, in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representatives is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiffs’ request for Class Representative Service Payments that do not exceed the above amounts. If the Court approves Class Representative Service Payments less than the amount requested, the remainder shall be allocated to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.4. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be Six Hundred Thirty Thousand Dollars (\$630,000.00) and a

Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars (\$30,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant and its Related Persons and Entities harmless, and indemnifies Defendant and its Related Persons and Entities, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.5. To the Administrator: An Administrator Expenses Payment not to exceed Fifteen Thousand Dollars (\$15,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,000, the Administrator will allocate the remainder in the Net Settlement Amount.
- 3.6. To Each Participating Class Member: An Individual Class Payments calculated as follows:
 - 3.6.1.1. Seventy percent (70%) of the Individual Class Payments from the Net Settlement Amount shall be designated the "Salesperson Amount" and shall be distributed pro rata among members of the Salesperson Group, based on the number of workweeks worked by each Salesperson Group member during the Class Period.
 - 3.6.1.2. Thirty percent (30%) of the Individual Class Payments from the Net Settlement Amount shall be designated the "Non-Exempt Employee Amount" and shall be distributed pro rata among members of the Non-Exempt Employee Group, based on the number of workweeks worked by each Non-Exempt Employee Group member during the Class Period.
 - 3.6.2. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for 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.
 - 3.6.3. 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.

- 3.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Ninety Thousand Dollars (\$90,000.00) to be paid from the Gross Settlement Amount, with 75% (\$67,500.00) allocated to the LWDA PAGA Payment and 25% (\$22,500.00) allocated to the Individual PAGA Payments.

3.7.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$22,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.7.2. 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 555 Class Members who collectively worked a total of 42,131 Workweeks between September 5, 2019 to November 22, 2024, and 275 PAGA Aggrieved Employees who worked a total of 20,926 PAGA Pay Periods from July 3, 2022 to November 22, 2024.

- 4.2. Class Data. Not later than 10 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount within ten (10) days of the Effective Date, or January 31, 2026, whichever is later. Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes. All such funds shall be transmitted to the Administrator in accordance with the above schedule.

- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the entire 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 Representatives' Service Payments.

- 4.4.1. 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 date (not less than 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 Settlement 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, transmit the funds represented by such checks to Legal Aid at Work, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Parties, Class Counsel, and Defense counsel have no interest or relationship, financial or otherwise, with the intended cy pres recipient.
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1. Plaintiffs' Release. Plaintiffs fully release and forever discharge Defendant and the Released Parties from any and all Claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether

known or unknown, suspected or unsuspected that arise from or are related to Plaintiffs' employment by Defendant or the Action, including but not limited to: (1) the Action and any claims arising out of or related to the Action; (2) any claims under federal, state or local law for or relating to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated damages, penalties, or costs and fees associated therewith, including under the California Labor Code; (3) wrongful termination, discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, or occurrence or claim arising out of or related to the Action or Plaintiffs' employment or termination thereof with Defendant taking place on or before the Effective Date; and (5) any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

- 5.3. Released Class Claims By Participating Class Members Who Are Not Aggrieved Employees: 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 all Claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and Plaintiffs' PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse business expenses, including Labor

Code sections section 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 2802 and 2699, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

5.3.1. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

5.4. Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and its Related Persons and Entities from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and the Action during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1. 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. (s)(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; and operative procedures for protecting the security of Class Data, and other documents reasonable and necessary to secure approval of the Settlement.

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

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for

Preliminary Approval, proposed Judgment, 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.

- 6.4. Plaintiffs' Counsel shall submit a copy of the proposed settlement to the LWDA at the same time that it is submitted to the Court pursuant to California Labor Code section 2699(s)(2). Additionally, Plaintiffs' Counsel shall submit a copy of the court's order granting the motion for final approval and Judgment to the LWDA within ten (10) days after entry of the order or Judgment pursuant to California Labor Code section 2699(s)(3).

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Xpand to serve as the Administrator and verified that, as a condition of appointment, Xpand 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 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.
- 7.2. 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.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
 - 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 7.4.2. 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, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3. Not later than 5 business 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.
- 7.4.4. If the Administrator, Defendant 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.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. 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 45 days after the Administrator mails the Class Notice. 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.
- 7.5.2. 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.
- 7.5.3. 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 Paragraphs 5.3 and 5.4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 7.5.4. 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 5.4 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Court will have the final authority in the event that challenges from Class Members remain unresolved.
- 7.7. Objections to Settlement.
- 7.7.1. 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.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, 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 45 days after the Administrator's mailing of the Class Notice. Not later than 5 days after the expiration of the deadline for submitting Objections, 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 Objections; and (b) copies of all Objections submitted (whether valid or invalid).
- 7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8. 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.
- 7.8.1. 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.

- 7.8.2. Requests 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 5 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).
- 7.8.3. 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.
- 7.8.4. 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, unless the Court determines otherwise.
- 7.8.5. Administrator’s Declaration. Not later than 14 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.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in 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 15 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.

8. **MOTION FOR FINAL APPROVAL.** 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, subd. (s)(2), 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 five days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval and proposed Judgment.

8.1. 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 five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

8.3. Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 and as otherwise allowed by law to ensure the continuing implementation of the provisions of this settlement, including (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. The Parties further agree that the time within which to bring this action 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.

8.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement or later revisions or amendments thereto, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel,

and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 8.5. 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 a 50-50 basis, any additional Administration Expenses reasonably incurred after 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.

9. **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 a proposed amended judgment.

10. **ADDITIONAL PROVISIONS.**

- 10.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or

generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

- 10.3. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 10.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees 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.
- 10.5. 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.
- 10.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.7. 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.
- 10.8. No 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 any portion of any liability, Claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel

are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.10. 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.
- 10.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.12. 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.
- 10.13. 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.
- 10.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 10.16. 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.
- 10.17. 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.
- 10.18. 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:

Bartz Law Group APC
5151 California Ave., Suite 100
Irvine, CA 92617
Attn: Aaron A. Bartz
aaron@bartzlawgroup.com

D.Law, Inc.
450 N. Brand Blvd., Suite 840

Glendale, CA 91203

Attn: Emil Davtyan/David Yeremian/David Keledjian/David Arakelyan
emil@d.law; d.yeremian@d.law; d.keledjian@d.law; d.arakelyan@d.law

To Defendant:

McPharlin Sprinkles & Thomas LLP

720 University Ave., Suite 250B

Los Gatos, CA 95032

Attn: Paul S. Avilla/Jeanine DeBacker

pavilla@mstpartners.com;jdebacker@mstpartners.com

- 10.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.21. No Additional Contribution by Defendant. Defendant's monetary obligation under this Agreement is limited to the Gross Settlement Amount. Defendant shall not be required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of Claims and, issuance of the final order and Judgment) provided in this Agreement or to fully and finally settle and resolve the class action claims, individual claims, and PAGA claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

- 10.22. Taxes. Plaintiffs and each Participating Class Member and aggrieved employee will be responsible for paying all applicable state, local, and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek any indemnification from Defendant or the Released Parties in this regard. Plaintiffs and Plaintiffs' Counsel shall cooperate with Defendant and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiffs and/or any Participating Class Member and aggrieved employee should any taxing authority challenge the allocation of any payments under this Agreement.

10.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

IT IS SO AGREED:

“PLAINTIFFS”

DATED: December 12, 2024

By: 
A212E8E617B94E9...
Andrew Trejo Baca, an individual

DATED: December _____, 2024

By: _____
Christopher Franceschi, an individual

“DEFENDANT”

DATED: December _____, 2024

By: _____
Airport Appliance, Inc.
By: Kate Van Eeghen
Its: Chief Executive Officer

APPROVED AS TO FORM

DATED: December _____, 2024

BARTZ LAW GROUP, APC
UNITED EMPLOYEES LAW GROUP, PC

By: _____
Aaron A. Bartz
Attorneys for Plaintiff, Christopher Franceschi

DATED: December 3, 2024

D.LAW, INC.
By: 
Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff, Andrew Trejo Baca

10.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

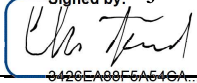
IT IS SO AGREED:

“PLAINTIFFS”

DATED: December _____, 2024

By: _____
Andrew Trejo Baca, an individual

DATED: December ³_____, 2024

By: _____
Christopher Franceschi, an individual

“DEFENDANT”

DATED: December _____, 2024

By: _____
Airport Appliance, Inc.
By: Kate Van Eeghen
Its: Chief Executive Officer

APPROVED AS TO FORM

DATED: December ³_____, 2024

BARTZ LAW GROUP, APC
UNITED EMPLOYEES LAW GROUP, PC

By: _____
Aaron A. Bartz
Attorneys for Plaintiff, Christopher Franceschi

DATED: December _____, 2024

D.LAW, INC.

By: _____
Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff, Andrew Trejo Baca

10.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

IT IS SO AGREED:

“PLAINTIFFS”

DATED: December _____, 2024

By: _____
Andrew Trejo Baca, an individual

DATED: December _____, 2024

By: _____
Christopher Franceschi, an individual

“DEFENDANT”

DATED: December _____, 2024

By: _____
Airport Appliance, Inc.
By: Kate Van Eeghen
Its: Chief Executive Officer

APPROVED AS TO FORM

DATED: December _____, 2024

BARTZ LAW GROUP, APC
UNITED EMPLOYEES LAW GROUP, PC

By: _____
Aaron A. Bartz
Attorneys for Plaintiff, Christopher Franceschi

DATED: December _____, 2024

D.LAW, INC.

By: _____
Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff, Andrew Trejo Baca

DATED: January 15, 2025

MCPHARLIN SPRINKLES & THOMAS LLP

By: 

Paul S. Avilla

Jeanine DeBacker

Attorneys for Defendant Airport Appliance, Inc

EXHIBIT A

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

Andrew Trejo Baca; Christopher Franceschi v. Airport Appliance, Inc.

Case No. 23CV421926

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.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Airport Appliance, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees Andrew Trejo Baca and Christopher Franceschi (“Plaintiffs”) and seeks payment of (1) past due wages and other relief for a class of all current and former employees (“Class Members”) who worked for Defendant during the Class Period (September 5, 2019 to November 22, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former employees who worked for Defendant during the PAGA Period (July 3, 2022 to November 22, 2024) (“Aggrieved Employees”).

Defendant denies these allegations and maintains that it complied with the law at all times. Defendant believes that Plaintiffs’ claims are without merit.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on Defendant’s records showing that **you worked __ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section D of this Notice.

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 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released 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 F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section G of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. 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 H of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section D of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Bartz Law Group APC, United Employees Law Group PC, and D.Law, Inc. ("Class Counsel.") Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

B. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

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

C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay One Million Eight Hundred Thousand Dollars (\$1,800,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement by the later of 10 days after the Judgment entered by the Court becomes final, or January 31, 2026. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. 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:
 - a. Up to Six Hundred Thirty Thousand Dollars (\$630,000.00) (thirty-five percent of the Gross Settlement) to Class Counsel for attorneys' fees and up to Thirty Thousand Dollars (\$30,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to Twenty-Five Thousand Dollars (\$25,000.00) to Plaintiffs (i.e. \$15,000 to Plaintiff Christopher Franceschi, and \$10,000 to Plaintiff Andrew Trejo Baca) as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - c. Up to Fifteen Thousand Dollars (\$15,000.00) to the Administrator for services administering the Settlement.
 - d. Up to Ninety Thousand Dollars (\$90,000.00) for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$67,500) and 25% in Individual PAGA Payments (\$22,500) to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks, and who are in two groups as follows: (a) the "Salesperson Group", which includes all current and former non-exempt salespersons of Defendant during the Class Period; and (b) the "Non-Exempt Employee Group," which includes all current and former non-exempt employees of Defendant excluding the "Salesperson Group" during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be sent to Legal Aid at Work.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[DATE]**, that you wish to opt-out. In order to opt-out of the Settlement, you should set forth your name, present address, telephone number, and request exclusion from the settlement to the Administrator by the date set forth above. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, **[INSERT]** (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 Workweeks, 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 I of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has

fully funded the Gross Settlement (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

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 all Claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and Plaintiffs' PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse business expenses, including Labor Code sections section 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 2699, and 2802, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related persons and entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and its Related Persons and Entities from the claims for civil

penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and those based solely upon the facts alleged in the PAGA Notice and the Action during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: (a) Seventy percent (70%) of the Individual Class Payments from the Net Settlement Amount shall be designated the “Salesperson Amount” and shall be distributed pro rata among members of the Salesperson Group, based on the number of workweeks worked by each Salesperson Group member during the Class Period; and (b) Thirty percent (30%) of the Individual Class Payments from the Net Settlement Amount shall be designated the “Non-Exempt Employee Amount” and shall be distributed pro rata among members of the Non-Exempt Employee Group, based on the number of workweeks worked by each Non-Exempt Employee Group member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$22,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section I** of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks and/or Pay Periods based on Defendant’s 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 Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

E. HOW WILL I GET PAID?

1. Participating Class Members. 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.

2. Non-Participating Class Members. 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 Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section I of this Notice has the Administrator's contact information.

F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _____, at _____. Objections must be postmarked no later than _____. You still may appear at the Final Approval Hearing and raise an objection to the settlement even if you did not submit written objections within this deadline.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department 19, of the Santa Clara Superior Court, located at 161 North First Street, San Jose, California 95113. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

I. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed Settlement Agreement and other approval papers, which are on file with the clerk of the Santa Clara Superior Court, 191 North

First Street, San Jose, California 95113, and may also be reviewed online at <https://www.santaclara.courts.ca.gov/>.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Aaron A. Bartz, Esq.
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Telephone: (949) 504-4413

Walter Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047

Emil Davtyan, Esq.
David Yeremian, Esq.
David Keledjian, Esq.
David Arakelyan
D.Law, Inc.
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465

Settlement Administrator:

Name of Company

Email Address:

Mailing Address:

Telephone:

Fax Number:

J. WHAT IF I LOSE MY SETTLEMENT 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 will have no way to recover the money.

K. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

1 D.LAW, INC.
2 Emil Davtyan (SBN 299363)
3 emil@d.law
4 David Yeremian (SBN 226337)
5 d.yeremian@d.law
6 David Keledjian (SBN 309135)
7 d.keledjian@d.law
8 David Arakelyan (SBN 337076)
9 d.arakelyan@d.law
10 880 E. Broadway
11 Glendale, CA 91205
12 Telephone: (818) 962-6465
13 Facsimile: (818) 962-6469

14 Attorneys for Plaintiff ANDREW TREJO BACA

15 [Additional attorneys listed on following page]

16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

15 ANDREW TREJO BACA; CHRISTOPHER
16 FRANCESCHI, on behalf of themselves and all
17 others similarly situated, and the general public,

18 *Plaintiffs,*

19 v.

20 AIRPORT APPLIANCE, INC., a California
21 corporation; AIRPORT HOME APPLIANCE, a
22 business entity of unknown form; and DOES 1
23 through 50, inclusive,

24 *Defendants.*

Case No. 23CV421926

[Assigned for all purposes to the Hon.
Theodore C. Zayner, Dept. 19]

**~~REVISED~~ [PROPOSED] ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 30, 2025

Time: 1:30 p.m.

Dept: 19

1 Aaron A. Bartz (SBN 198722)
2 BARTZ LAW GROUP, APC
3 5151 California Ave., Suite 100
4 Irvine, California 92617
5 Tel: (949) 504-4413 / Fax: (949) 656-7760
6 Email: aaron@bartzlawgroup.com

7 Walter L. Haines, Esq. (SBN 71075)
8 UNITED EMPLOYEES LAW GROUP, PC
9 8605 Santa Monica Blvd., #63354
10 West Hollywood, CA 90069
11 Tel.: (562) 256-1047 / Fax: (562) 256-1006
12 Email: walter@uelglaw.com

13 Attorneys for Plaintiff CHRISTOPHER FRANCESCHI
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 This matter came on for hearing on July 30, 2025, at 1:30 p.m. in Department 19 of the
2 above-referenced Court, located at 161 North First Street, San Jose, California 95113, on the
3 Motion for Preliminary Approval of Class Action Settlement (“Motion”). Plaintiffs ANDREW
4 TREJO BACA and CHRISTOPHER FRANCESCHI (collectively, “Plaintiffs”) appeared
5 through their attorneys of record. Defendant AIRPORT APPLIANCE, INC. (“Defendant”)
6 appeared through its counsel of record.

7 Having fully reviewed and considered the Motion and moving papers, and having
8 analyzed the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) attached
9 as Exhibit A to the Declaration of Aaron A. Bartz filed with the Motion, THE COURT HEREBY
10 MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

11 1. The Court preliminarily approves the proposed Settlement Agreement as being
12 fair, reasonable, and adequate; and finds on a preliminary basis that the Settlement Agreement
13 appears to be within the range of reasonableness of a settlement which the Court could ultimately
14 give final approval.

15 2. The initial capitalized terms in this Order shall have the same meanings as those
16 set forth in the Settlement Agreement.

17 3. The Court finds that the elements of numerosity, commonality, typicality and
18 adequacy have been established to support conditional certification of the Settlement Class for
19 settlement purposes. Solely for the purposes of the proposed Settlement, a Class is provisionally
20 certified pursuant to California Code of Civil Procedure section 382 and defined as follows:

21 All non-exempt current and former employees who worked in California
22 for Defendant during the Class Period.

23 4. Solely for the purposes of the proposed Settlement, the Court preliminarily
24 approves (a) Bartz Law Group, APC, United Employees Law Group, PC, and D.Law, Inc. as
25 Class Counsel; and (b) Andrew Trejo Baca and Christopher Franceschi as Class Representatives.
26 The Court appoints Xpand Legal Consulting, LLC as Settlement Administrator.

27 5. The Court shall hold a final approval hearing (the "Final Approval Hearing") on
28 February 11, 2026, at 1:30 P.M., to review the notice process and objections to the Settlement, if

any; and to determine whether the proposed Settlement on the terms and conditions set forth in the Settlement Agreement is fair, reasonable, and adequate, and should be finally approved by the Court; to determine whether the Court should enter the Judgment as provided in the Settlement Agreement; and to determine the amount of attorneys' fees and costs to approve for Class Counsel, administrator expenses, and the amount of the enhancement awards to approve for the Class Representatives. The Motion for Final Approval, and for an award of attorneys' fees and costs, administrator expenses, and Class Representatives' Enhancement awards shall be filed no later than 16 court days prior to the Final Approval Hearing.

6. The Court approves, as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (the "Settlement Notice"), attached hereto as **Exhibit 1**. The Court finds that distribution of the Settlement Notice substantially in the manner set forth in the Settlement Agreement and Settlement Notice meets the requirements of California law and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

7. The Settlement Administrator shall supervise and administer the notice procedure as set forth in the Settlement Agreement as follows:

a. After entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Data for purposes of mailing the Settlement Notices to Class Members. Defendant shall have up to ten (10) days to provide the Class Data after entry of the Preliminary Approval Order;

b. Upon receipt of the Class Data, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within fourteen (14) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members via regular First-Class U.S. Mail. The Settlement Notice shall be sent to all Class Members as provided in the Settlement Agreement. The

1 Parties agree that this procedure for notice provides the best notice practicable to Class
2 Members and fully complies with due process;

3 c. Any Settlement Notice returned to the Settlement Administrator as non-
4 deliverable on or before the Response Deadline shall be re-mailed to the forwarding
5 address affixed thereto within five (5) business days of receipt of the returned Settlement
6 Notice by the Settlement Administrator. If no forwarding address is provided, the
7 Settlement Administrator shall attempt to determine a correct address by conducting a
8 Class Member Address Search;

9 d. The Settlement Administrator shall perform all other obligations required
10 under the Settlement Agreement, including those under section 7 of the Settlement
11 Agreement.

12 8. In order for any Settlement Class member to object to this Settlement, or any term
13 of it, the person making the objection may submit the objection to the Settlement Administrator
14 as provided by the Settlement Agreement setting forth the grounds of objection. Any objection
15 shall be sent to the Settlement Administrator, not to the Court. A Class Member may also appear
16 personally or through an attorney, at his or her own expense, at the Final Approval hearing to
17 present his or her objection directly to the Court.

18 9. In order for any Settlement Class member to validly exclude themselves from the
19 Settlement Class and this Settlement (i.e., to validly opt out), a written request for exclusion must
20 be submitted to the Settlement Administrator as provided in the Settlement Agreement. Any
21 Request for Exclusion shall be submitted to the Settlement Administrator, not to the Court. A
22 Class Member who timely submits a valid Request for Exclusion shall not participate in, or be
23 bound by, the Settlement or the Final Judgment in any respect. Individuals who submit a
24 Request for Exclusion shall not be permitted to file or pursue objections to the Settlement or
25 appear at the Final Approval Hearing to voice any objections to the Settlement.

26 10. At the Final Approval Hearing, the Court shall finally determine whether the
27 proposed Settlement is fair, reasonable, and adequate; and shall also rule on Class Counsel's
28 application for attorneys' fees, the Class Representatives' enhancement awards, reimbursement

of Class Counsel's costs, and the Settlement Administrator expenses for administering the Settlement.

11. The Court's preliminary approval of the Settlement is not to be deemed an admission of liability or fault by Defendant, or a finding as to the validity of any claims or defenses asserted in the Action.

12. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. In the event that the Final Approval Hearing is continued, Class Counsel or the Settlement Administrator shall give notice of the continuance to any objectors to the Settlement.

13. If for any reason the Settlement ultimately does not become final, the parties will return to their respective positions in this Action as those positions existed immediately before the Parties executed the Settlement, and nothing stated in the Settlement or any other papers filed with this Court in connection with the Settlement will be deemed an admission of any kind by any of the parties or used as evidence against, or over the objections of, any of the parties for any purpose in this Action or in any other action.

IT IS SO ORDERED.

DATED: August 1, 2025



Hon. Theodore C. Zayner
Judge of the Superior Court

EXHIBIT 1

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

Andrew Trejo Baca; Christopher Franceschi v. Airport Appliance, Inc.

Case No. 23CV421926

***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.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Airport Appliance, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees Andrew Trejo Baca and Christopher Franceschi (“Plaintiffs”) and seeks payment of (1) past due wages and other relief for a class of all current and former employees (“Class Members”) who worked for Defendant during the Class Period (September 5, 2019 to November 22, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former employees who worked for Defendant during the PAGA Period (July 3, 2022 to November 22, 2024) (“Aggrieved Employees”).

Defendant denies these allegations and maintains that it complied with the law at all times. Defendant believes that Plaintiffs’ claims are without merit.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on Defendant’s records showing that **you worked __ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section D of this Notice.

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 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 Defendant to make payments under the Settlement and requires

Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three 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 Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a 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. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Class Settlement.** You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released 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 F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section G of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. 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 H of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section D of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Bartz Law Group APC, United Employees Law Group PC, and D.Law, Inc. (“Class Counsel.”) Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

B. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a

proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and 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.

C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay One Million Eight Hundred Thousand Dollars (\$1,800,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement by the later of 10 days after the Judgment entered by the Court becomes final, or January 31, 2026. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. 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:
 - a. Up to Six Hundred Thirty Thousand Dollars (\$630,000.00) (thirty-five percent of the Gross Settlement) to Class Counsel for attorneys' fees and up to Thirty Thousand Dollars (\$30,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to Twenty-Five Thousand Dollars (\$25,000.00) to Plaintiffs (i.e. \$15,000 to Plaintiff Christopher Franceschi, and \$10,000 to Plaintiff Andrew Trejo Baca) as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - c. Up to Fifteen Thousand Dollars (\$15,000.00) to the Administrator for services administering the Settlement.
 - d. Up to Ninety Thousand Dollars (\$90,000.00) for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$67,500) and 25% in Individual PAGA Payments (\$22,500) to the Aggrieved Employees based on their PAGA

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks, and who are in two groups as follows: (a) the “Salesperson Group”, which includes all current and former non-exempt salespersons of Defendant during the Class Period; and (b) the “Non-Exempt Employee Group,” which includes all current and former non-exempt employees of Defendant excluding the “Salesperson Group” during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be sent to Legal Aid at Work.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[DATE]**, that you wish to opt-out. In order to opt-out of the Settlement, you should set forth your name, present address, telephone number, and request exclusion from the settlement to the Administrator by the date set forth above. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, [INSERT] (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 Workweeks, 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 I of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

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 all Claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and Plaintiffs’ PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse business expenses, including Labor Code sections section 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 2699, and 2802, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially

arise from the receipt of any monies as a result of this Settlement by any member of the Class.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related persons and entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and its Related Persons and Entities from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and those based solely upon the facts alleged in the PAGA Notice and the Action during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: (a) Seventy percent (70%) of the Individual Class Payments from the Net Settlement Amount shall be designated the "Salesperson Amount" and shall be distributed pro rata among members of the Salesperson Group, based on the number of workweeks worked by each Salesperson Group member during the Class Period; and (b) Thirty percent (30%) of the Individual Class Payments from the Net Settlement Amount shall be designated the "Non-Exempt Employee Amount" and shall be distributed pro rata among members of the Non-Exempt Employee Group, based on the number of workweeks worked by each Non-Exempt Employee Group member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$22,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during

the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section I** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's 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 Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

E. HOW WILL I GET PAID?

1. Participating Class Members. 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.
2. Non-Participating Class Members. 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 Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section I of this Notice has the Administrator's contact information.

F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval

Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _____, at _____.]. Objections must be postmarked no later than _____. You still may appear at the Final Approval Hearing and raise an objection to the settlement even if you did not submit written objections within this deadline.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on February 11, 2026, at 1:30 pm in Department 19, of the Santa Clara Superior Court, located at 161 North First Street, San Jose, California 95113. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session), and should review the remote appearance instructions beforehand:

https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml

Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

I. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed Settlement Agreement and other approval papers, which are on file with the clerk of the Santa Clara Superior Court, 191 North First Street, San Jose, California 95113, and may also be reviewed online at <https://www.santaclara.courts.ca.gov/>.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Aaron A. Bartz, Esq.
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Telephone: (949) 504-4413

Walter Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047

Emil Davtyan, Esq.
David Yeremian, Esq.
David Keledjian, Esq.
David Arakelyan
D.Law, Inc.
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465

Settlement

Administrator:

Name of Company

Email Address:

Mailing Address:

Telephone:

Fax Number:

J. WHAT IF I LOSE MY SETTLEMENT 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 will have no way to recover the money.

K. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

I, the undersigned, am employed in the State of California. I am over the age of eighteen (18) years and not a party to the action. My business address is 5151 California Ave., Suite 100, Irvine, California 92617.

I, the undersigned, am employed in the State of California. I am over the age of eighteen (18) years and not a party to the action. My business address is 5151 California Ave., Suite 100, Irvine, California 92617.

On July 30, 2025, I served true copies of the foregoing documents described as: **REVISED [PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action, addressed as follows:

Gregory C. Cheng, Esq.
Carolyn B. Hall, Esq.
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
One Embarcadero Center, Suite 900
San Francisco, CA 94111
Email: Gregory.Cheng@ogletreedeakins.com
mayra.padilla@ogletreedeakins.com
pamela.leonard@ogletree.com
carolyn.hall@ogletree.com

Attorneys for Defendant

David Yeremian, Esq.
David Keledjian, Esq.
David Arakelyan, Esq.
D.LAW, INC.
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Email: emil@d.law
d.yeremin@d.law
d.keledjian@d.law
d.arakelyan@d.law

Attorneys for Plaintiff ANDREW TREJO BACA

Walter L. Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

*Co-Counsel for Plaintiff CHRISTOPHER
FRANCESCHI*

() BY U.S. MAIL: The documents were placed in sealed, addressed envelopes on the above date and placed for collection and mailing at my place of business. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(x) BY ELECTRONIC TRANSMISSION: I transmitted a PDF version of this document by electronic mail to the party(s) identified on the above service list using the e-mail address(es) indicated.

(X) (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on July 30, 2025.

/s/ Nestor Mejia /s/
Nestor Mejia

EXHIBIT 3

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 12/19/2024 5:57 PM
Reviewed By: M. Suarez
Case #23CV421926
Envelope: 17684455**

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
David Keledjian (SBN 309135)
d.keledjian@d.law
David Arakelyan (SBN 337076)
d.arakelyan@d.law
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff ANDREW TREJO BACA

[Additional attorneys listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

ANDREW TREJO BACA; CHRISTOPHER
FRANCESCHI, on behalf of themselves and
all others similarly situated, and the general
public,

Plaintiffs,

v.

AIRPORT APPLIANCE, INC., a California
corporation; AIRPORT HOME APPLIANCE,
a business entity of unknown form; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 23CV421926

[Assigned for all purposes to the Hon.
Theodore C. Zayner, Dept. 19]

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Violation of B&PC §17200, et seq.
2. Violation of Labor Code §§ 204, 510, 1194 and 1198;
3. Violation of Labor Code §§ 200, et seq.;
4. Failure to Pay Meal and Rest Break Premiums at the Proper Regular Rate of Pay (Labor Code §226.7)
5. Failure to Provide & Maintain Accurate Wage Statements Pursuant to Labor Code §226;
6. Failure to Provide Meal Periods (Lab. Code §226.7);
7. Failure to Provide Rest Breaks (Lab. Code §226.7);
8. Failure to Reimburse Expenses (Lab. Code §2802);
9. Violation of Labor Code §§2698-2699 (PAGA).

JURY TRIAL DEMANDED

1 Aaron A. Bartz (SBN 198722)
aaron@bartzlawgroup.com
2 BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
3 Irvine, California 92617
Tel: (949) 504-4413
4 Fax: (949) 656-7760

5 Walter L. Haines, Esq. (SBN 71075)
walter@uelglaw.com
6 UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
7 West Hollywood, CA 90069
8 Tel.: (562) 256-1047 / Fax: (562) 256-1006

9 Attorneys for Plaintiff CHRISTOPHER FRANCESCHI
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiffs ANDREW TREJO BACA and CHRISTOPHER FRANCESCHI (“Plaintiffs”), on
2 behalf of themselves, all others similarly situated, the State of California, and the general public,
3 complain and allege as follows:

4 **INTRODUCTION**

5 1. Plaintiffs bring this class and representative action against Defendants AIRPORT
6 APPLIANCE, INC., a California corporation; AIRPORT HOME APPLIANCE, a business entity of
7 unknown form; and DOES 1 through 50, inclusive, (collectively referred to as “Defendants”) for
8 alleged violations of the California Labor Code and California Business and Professions Code. As set
9 forth below, Plaintiffs allege that Defendants have:

- 10 a. failed to pay overtime wages at the correct rate;
- 11 b. failed to pay double time wages at the correct rate;
- 12 c. failed to pay overtime and/or double time wages by failing to include all
13 applicable remuneration in calculating the regular rate of pay;
- 14 d. failed to provide meal periods;
- 15 e. failed to provide rest periods;
- 16 f. failed to pay premium wages for missed meal and rest periods;
- 17 g. failed to provide accurate written wage statements;
- 18 h. failed to reimburse necessary business expenditures; and
- 19 i. failed to pay all final wages following separation of employment.

20 Based on these alleged Labor Code violations, Plaintiffs now bring this class and
21 representative action to recover all available remedies, including restitution, civil and statutory
22 penalties, and related relief on behalf of themselves, all others similarly situated, and the general
23 public.

24 **JURISDICTION AND VENUE**

25 2. This Court has subject matter jurisdiction to hear this case because the monetary
26 damages and restitution sought by Plaintiffs from Defendants conduct exceeds the minimal
27 jurisdiction of the Superior Court of the State of California.

28 3. Venue is proper in the County of Santa Clara pursuant to Code of Civil Procedure

1 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
2 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
3 maintains offices, transacts business and/or has an agent therein.

4 4. Venue is proper in Santa Clara County because Defendants' have at all times alleged
5 herein, conducted business in Santa Clara County, and throughout California. As such, venue is
6 proper in any county in California.

7 **PARTIES**

8 5. Plaintiffs ANDREW TREJO BACA and CHRISTOPHER FRANCESCHI are, and at
9 all relevant times mentioned herein, individuals residing in the State of California.

10 6. Plaintiffs are informed and believe, and thereupon allege that Defendant AIRPORT
11 APPLIANCE, INC., is, and at all relevant times mentioned herein, a California corporation doing
12 business in the State of California.

13 7. Plaintiffs are informed and believe, and thereupon allege that Defendant AIRPORT
14 HOME APPLIANCE, is, and at all relevant times mentioned herein, a business entity of unknown
15 form, doing business in the State of California.

16 8. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein
17 as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
18 Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE defendants
19 when ascertained. Plaintiffs are informed and believe, and thereupon allege that each of the
20 fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions
21 alleged herein and that Plaintiffs' alleged damages were proximately caused by these defendants, and
22 each of them. Plaintiffs will amend this complaint to allege both the true names and capacities of the
23 DOE defendants when ascertained.

24 9. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times
25 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
26 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
27 or all of the other defendants, and in doing the things alleged herein, were acting within the course
28 and scope of such relationship and with the full knowledge, consent and ratification by such other

1 defendants.

2 10. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times
3 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
4 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
5 and omissions alleged herein.

6 11. This action has been brought and may be maintained as a class action pursuant to Code
7 of Civil Procedure section 382 because there is a well-defined community of interest among the
8 persons who comprise the readily ascertainable classes defined below and because Plaintiffs are
9 unaware of any difficulties likely to be encountered in managing this case as a class action.

10 12. **Relevant Time Period:** The relevant time period is defined as the time period
11 beginning four years prior to the filing of this action until judgment is entered.

12 a. **Class Members:** All persons employed by Defendants in California who were
13 subject to the violations asserted herein during the **Relevant Time Period**.

14 b. **UCL Class:** All **Class Members** employed by Defendants in California during
15 the four years prior to the filing of this action and ending on the date that final
16 judgment is entered in this action.

17 13. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the right
18 to amend or modify the class definitions with greater specificity, by further division into sub-classes
19 and/or by limitation to particular issues.

20 14. **Numerosity:** The class members are so numerous that the individual joinder of each
21 individual class member is impractical. While Plaintiffs do not currently know the exact number of
22 class members, Plaintiffs are informed and believe, and thereupon allege that the actual number
23 exceeds the minimum required for numerosity under California law.

24 15. **Commonality and Predominance:** Common questions of law and fact exist as to all
25 class members and predominate over any questions which affect only individual class members.
26 These common questions include, but are not limited to:

27 i. Whether Defendants paid their employees proper premium overtime and/or
28 double time at the employees' regular rate for hours over eight (8) in a day
and/or forty (40) hours in a week, in paying their hourly non-exempt
employees;

///

- 1 ii. Whether Defendants violated the applicable Labor Code provisions including
2 §510, 1194, and 203 by requiring substantial overtime work and not paying
3 for said work according to the overtime laws of the State of California;
4 iii. Whether Defendants failed to pay the appropriate premium overtime
5 compensation to the hourly employees;
6 iv. Whether Defendants improperly retained, appropriated or deprived Plaintiffs
7 and the class members of the use of monies or sums to which Plaintiffs and
8 the class were legally entitled;
9 v. Whether Defendants engaged in unfair business practices;
10 vi. Whether Defendants, and each of them, were participants in the alleged
11 unlawful conduct;
12 vii. Whether Defendants’ conduct was willful or reckless;
13 viii. The effect upon and the extent of injuries suffered by Plaintiffs and all others
14 similarly situated and the appropriate amount of compensation;
15 ix. The appropriate amount of monetary penalties allowed by Labor Code §201,
16 et. seq.;
17 x. Whether Defendants pay and continue to pay for missed meal and rest period
18 premiums at an allegedly “reduced” rate of pay in violation of Sections 11
19 and 12 of the applicable Wage Orders and/or Labor Code § 226.7;
20 xi. Whether Defendants violated Labor Code §226 and relevant IWC Wage
21 Orders by failing to, among other violations, accurately report total hours
22 worked, all applicable hourly rates in effect during each pay period, meal and
23 rest period premiums, and the corresponding number of hours worked at each
24 hourly work, by Plaintiffs and the members of the Class;
25 xii. Whether Defendants knowingly and intentionally failed to maintain records
26 for Plaintiffs and members of the Class as required by Labor Code § 1174
27 and the applicable IWC Wage Orders; and
28 xiii. Whether Defendants failed to reimburse Plaintiffs and the
 class members for necessary expenditures incurred in the performance
 of their work for Defendants.

16. **Typicality:** Plaintiffs’ claims are typical of the other class members’ claims.
Plaintiffs are informed and believe and thereupon allege that Defendants have a policy or practice of
failing to comply with the California Labor Code and Business and Professions Code as alleged in
///

1 this Complaint.

2 17. **Adequacy of Class Representative:** Plaintiffs are adequate class representatives in
3 that they have no interests that are adverse to, or otherwise conflict with, the interests of absent class
4 members and are dedicated to vigorously prosecuting this action on their behalf. Plaintiffs will fairly
5 and adequately represent and protect the interests of the other class members.

6 18. **Adequacy of Class Counsel:** Plaintiffs' counsel are adequate class counsel in that
7 they have no known conflicts of interest with Plaintiffs or absent class members, are experienced in
8 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
9 of Plaintiffs and absent class members.

10 19. **Superiority:** A class action is vastly superior to other available means for fair and
11 efficient adjudication of the class members' claims and would be beneficial to the parties and the
12 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
13 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
14 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
15 due to many individual class members are likely to be relatively small and would thus make it
16 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
17 class action will serve an important public interest by permitting class members to effectively pursue
18 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
19 or contradictory judgments inherent in individual litigation.

20 **FIRST CAUSE OF ACTION**

21 **(Violation of B&PC §17200, et seq.)**

22 20. Plaintiffs re-allege and incorporate by reference herein the allegations of all
23 preceding paragraphs as though fully set forth herein.

24 21. Beginning on an exact date unknown to Plaintiffs but believed to have occurred from
25 2019 on, Defendants have engaged in a pattern and practice of acts of unfair competition in
26 violation of B&PC §17200, including the practices alleged herein.

27 ///

28 ///

1 22. Defendants, and each of them, selling home appliances and operating stores and
2 showrooms within California, and have engaged in the practice of paying their non-exempt
3 employees, in a fashion that circumvents California's wage and hour laws.

4 **FAILURE TO PAY PROPER WAGES AND OVERTIME COMPENSATION**

5 23. Plaintiffs are informed and believe and thereon allege that as part of Defendants'
6 ongoing unfair business practices, Defendants' hourly employees worked in excess of eight (8)
7 hours per day, and in excess of forty (40) hours per week without receiving the proper regular rate
8 of pay and/or minimum wage rate because Plaintiffs regularly work off-the-clock hours, including
9 pre-shift and post-shift work. Plaintiffs are also subject to commission plans, but Defendants fail
10 and refuse to pay for all non-productive time to achieve such commissions, including preparing
11 paperwork and attending meetings. Plaintiffs also regularly received company texts and phone calls
12 on their personal phones after hours, were expected to and did respond to such texts and phone calls
13 to address company business, and Plaintiffs were required to be on-call after hours, all without
14 compensation. Defendants further failed to pay the proper regular rate of pay by factoring into
15 overtime all compensation earned by Plaintiffs during their pay periods. Defendants are therefore in
16 violation of Labor Code §§ 510 and 1194, and the relevant California Industrial Welfare
Commission Orders.

17 24. Defendants, and each of them, consistently administered a corporate policy regarding
18 off-the-clock and on-call time, which required that employees work overtime without proper
19 premium overtime pay, the regular rate of pay, and/or minimum wage. This corporate policy and
20 pattern of conduct is accomplished with the advanced knowledge and designed intent to avoid
21 paying non-exempt employees for all hours worked. Accordingly, Plaintiffs and the class members
22 are entitled to all unpaid wages due under California law. Further, Plaintiffs and the class are
23 entitled to restitution of these wages obtained by Defendants, and each of them. Defendants also
24 failed to pay the regular rate of pay by incorporating all incentive-based compensation, including
25 non-discretionary bonuses and commissions, into Plaintiffs' and the class members overtime pay
26 rates.

27 ///

28 ///

1 **VIOLATION OF LABOR CODE § 200, ET SEQ.**

2 25. Plaintiffs are informed and believe and thereon allege that as part of Defendants’
3 ongoing unfair business practices, Defendants failed to provide all employees all wages at the time
4 of their separation in violation of Labor Code § 200, et. seq., including but not limited to, §§201,
5 202, 203 & 204.

6 26. Labor Code § 200, et seq. provides that an employer is required to pay an employee
7 all wages (including accrued vacation) immediately upon the employee’s involuntary separation
8 from employment; immediately upon his or her voluntary separation if the employee gave at least
9 seventy-two (72) hours notice, and within seventy-two (72) hours, if the employee voluntarily
10 separated, but did not give at least seventy-two (72) hours notice.

11 27. Plaintiffs are informed and believe and thereon allege that all employees who have
12 been separated from Defendants did not timely receive a final paycheck detailing the proper amount
13 of pay from Defendants in violation of Labor Code § 200, et. seq.

14 28. Pursuant to Labor Code § 200, et seq. employees that no longer work for Defendants,
15 and who were not timely paid, are entitled to one (1) day of pay in penalties for each day that he or
16 she was paid late, until payment was made, up to a maximum of thirty (30) days.

17 **VIOLATION OF MEAL AND REST PERIOD PROVISIONS**

18 29. Defendants’ improper meal and rest period policies are in violation of California law
19 including, but not limited to Labor Code § 226.7, 512, and the applicable IWC Wage Orders.
20 Plaintiffs and the class were entitled to 1 hour of pay for each meal and rest break violation at their
21 regular rate of pay. Defendants failed and continue to fail to pay for meal and rest period violations
22 at the employees’ regular rate of pay in violation of Sections 11 and 12 of the applicable Wage
23 Orders.

24 30. Plaintiffs seek restitution and injunctive relief for said violations.

25 31. Plaintiffs are informed and believe and thereon allege that at all times herein
26 mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices
27 prohibited by California B&PC §17200, thereby depriving their employees and the putative class
28 the minimum working standards and conditions due to them under the California labor laws and
Industrial Welfare Commission wage orders as specifically described herein. Plaintiffs seek an

1 injunction preventing Defendants from continuing their unfair business practice of improperly
2 depriving their employees of overtime pay, and payment of their regular rate of pay for meal and
3 rest period premiums. Plaintiffs further seek an order requiring Defendants to identify by full name,
4 telephone number, and last known address employees who worked or still work for Defendants
5 between 2019 through the date of judgment; Plaintiffs further seek an order requiring Defendants to
6 timely pay restitution to all current and former employees, including back wages, premium
7 payments, and interest.

8 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

9 32. Plaintiffs are informed and believe and thereon allege that as part of Defendants'
10 ongoing unfair business practices, Defendants, and each of them, fail to provide their employees with
11 proper and understandable itemized wage statement, as required by Labor Code § 226.

12 33. Plaintiffs are informed and believe, and thereon allege, that Defendants, and each of
13 them, fail to provide each employee with an itemized statement which states the name and address
14 of the legal entity that is the employer, actual regular rate paid, the total hours worked by the
15 employee, the gross and net wages earned, meal and rest premiums owed, and all applicable hourly
16 rates in effect during the pay period and the corresponding number of hours worked at each hourly
17 rate by the employee.

18 **FAILURE TO REIMBURSE EXPENSES**

19 34. Defendants have adopted and implemented an illegal reimbursement policy that fails
20 to compensate Plaintiffs for all of their necessary business expenses incurred in discharging their
21 duties for Defendants.

22 35. Defendants' conduct in failing to reimburse Plaintiffs and the class for their
23 necessary business expenses is also unfair within the meaning of Business and Professions Code
24 §17200 because it is against established public policy and has been pursued to attain an unjustified
25 monetary advantage for Defendants by unfairly and unlawfully reducing Plaintiffs' and the other
26 class members' compensation, as Plaintiffs and the class are required to come out of pocket for such
27 expenses. As such, Defendants' business practices, including their illegal reimbursement policy and

28 ///

1 practice, is unfair, illegal and fraudulent, in that such policy and practice was intended to reduce
2 Plaintiffs' and the class' due and owing compensation.

3 **SECOND CAUSE OF ACTION**

4 **RECOVERY OF UNPAID WAGES & PENALTIES**

5 **(Violation of Labor Code §§ 204, 510, 1194 and 1198)**

6 36. Plaintiffs re-allege and incorporate by reference herein the allegations of all
7 preceding paragraphs as though fully set forth herein.

8 37. Plaintiffs and all others similarly situated identified herein were and are employed
9 and scheduled as a matter of established company policy to work and in fact worked as non-exempt
10 hourly employees in excess of eight (8) hours per day and/or in excess of forty (40) hours per week.
11 Defendants employed and scheduled all employees without providing overtime compensation,
12 including but not limited to paying the proper regular rate of pay, for such excess hours worked in
13 violation of Labor Code §§ 510 and 1194 and the relevant California Industrial Welfare
14 Commission (IWC) orders. Labor Code § 204 establishes the fundamental right of all employees in
15 the State of California to be paid the proper amount of wages in a timely fashion for their work,
16 including overtime. Defendants always had a written and verbal agreement to pay overtime and
double time based on the Plaintiffs' and classes' regular rate of pay.

17 38. Pursuant to Labor Code §§ 218 and 1194(a), Plaintiffs may bring a civil action for
18 overtime wages directly against the employer without first filing a claim with the Division of Labor
19 Standards Enforcement (hereinafter "DLSE") and may recover such wages, together with interest
20 thereon, penalties, attorneys' fees and costs.

21 39. At all times relevant hereto, Defendants have failed to pay to Plaintiffs and all
22 persons similarly situated wages when due as required by Labor Code § 204.

23 40. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than the
24 hours set by the IWC or under conditions prohibited by the applicable IWC Wage Orders.

25 41. At all times relevant hereto, Plaintiffs are informed and believe and thereon allege
26 that Defendants have treated Plaintiffs as hourly non-exempt employees. Despite this classification,
27 Defendants have willfully violated the Labor Code with respect to meeting the requirements of
28 paying one (1) regular rate of pay and calculating overtime and double time based on that regular

1 rate, as herein before alleged. Defendants have failed to properly pay premium overtime for hours
2 worked in a week, and as such, Defendants are able to reduce their overhead and operating expenses
3 and gain an unfair advantage over competing companies complying with state law. Furthermore,
4 Defendants have failed to include all items of remuneration when determining the employees'
5 regular rate of pay, as described above.

6 42. Plaintiffs are informed and believe and thereon allege that Defendants consistently
7 administered a corporate policy regarding both staffing levels and duties and responsibilities of the
8 members of the classes which required the entirety of all classes to work overtime without proper
9 premium pay, and to fail all wages for hours worked. This corporate policy and pattern of conduct
10 was/is accomplished with the advance knowledge and design of all Defendants herein. Thus,
11 Plaintiffs and all others similarly situated routinely, regularly and customarily performed overtime
12 work and/or work that they failed to be compensated at the appropriate hourly wage.

13 43. Plaintiffs are informed and believe and thereon allege that the obligations and
14 responsibilities of the class employees are irrelevant because Plaintiffs and all others similarly
15 situated merely allege wrongdoing with Defendants' pay plans, policies and practices. Further, the
16 duties of Plaintiffs and all others similarly situated are not relevant in certifying any of the classes.

17 44. Defendants, and each of them, had a consistent and uniform policy, practice and
18 procedure of willfully failing to pay the earned and unpaid wages of all such non-exempt
19 employees. Defendants have willfully failed to pay the earned and unpaid wages of such
20 individuals, including, but not limited to regular pay, premium pay, and other wages earned and
21 remaining uncompensated according to amendment, or proof.

22 45. The pattern, practice and uniform administration of corporate policy regarding illegal
23 employee compensation as described herein is unlawful and creates an entitlement to recovery by
24 Plaintiffs and all others similarly situated, in a civil action, for the unpaid balance of the full amount
25 of all wages owing, including the proper calculation of the regular rate and the proper overtime
26 premiums calculated at 1.5 or 2 times the legal regular rate which are owing, including interest
27 thereon, willful penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
28 Labor Code § 1194, et. seq.

///

46. Likewise, Defendants have a pattern, practice and uniform administration of corporate policy regarding failure to comply with the required provisions of Labor Code § 226.7, in failing to pay Plaintiffs and the class the meal and rest period premium payments at the regular rate.

THIRD CAUSE OF ACTION

(Violation of Labor Code §§ 200, et. seq.)

47. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

48. Labor Code §§ 200, et. seq., provides that an employer is required to pay an employee all wages (including accrued vacation) immediately upon an employee's involuntary separation from employment; immediately upon her voluntary separation if the employee gave at least seventy two (72) hours notice, and within seventy two (72) hours, if the employee voluntarily separated, but did not give at least seventy two (72) hours notice.

49. Plaintiff Franceschi and other former employees of Defendants employed in the State of California separated from employment with Defendants, and did not timely receive a final pay check with all of their wages due from Defendants in violation of Labor Code §§ 200, et seq. Plaintiffs are informed and believe and thereon allege that Defendants also violated the mandates of Labor Code §§ 200, et seq., as to other employees whose employment ended during the period of time covered by this action.

50. Pursuant to Labor Code §§ 200, et. seq., each member of the class that no longer works for Defendants, and who was not timely paid all of his or her wages due is entitled to one (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up to a maximum of thirty (30) days.

FOURTH CAUSE OF ACTION

FAILURE TO PAY MEAL AND REST PERIOD PREMIUMS AT THE PROPER

REGULAR RATE OF PAY

(Violation of Labor Code §§ 226.7 & 512, et seq.)

51. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

///

1 52. Plaintiffs believe and thereon allege that Labor Code §226.7 requires an employer to
2 pay an additional hour of compensation at the employee's regular rate of pay for each meal period
3 and rest period violation. During the class period, Plaintiffs are informed and believe, and based
4 thereon allege that Defendants have failed to pay Plaintiffs and the class members meal period and
5 rest period premium pay at their regular rate of pay. Defendants' improper meal and rest period
6 practices and policies are in violation of California law including, but not limited to Labor Code § §
7 226.7, 512, and the IWC Wage Orders.

8 53. Pursuant to Labor Code §226.7, Plaintiffs are entitled to damages in an amount equal
9 to one (1) hour of the employee's regular rate of pay per each meal and rest period violation, in a
10 sum to be proven at trial.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

13 **(Violation of Labor Code § 226)**

14 54. Plaintiffs re-allege and incorporate by reference herein the allegations of all
15 preceding paragraphs as though fully set forth herein.

16 55. Labor Code §226(a) provides, in pertinent part:

17 An employer, semimonthly or at the time of each payment of wages, shall furnish to
18 his or her employee, either as a detachable part of the check, draft, or voucher paying
19 the employee's wages, or separately if wages are paid by personal check or cash, an
20 accurate itemized statement in writing showing (1) gross wages earned, (2) total
21 hours worked by the employee, except as provided in subdivision (j), (3) the number
22 of piece-rate units earned and any applicable piece rate if the employee is paid on a
23 piece-rate basis, (4) all deductions, provided that all deductions made on written
24 orders of the employee may be aggregated and shown as one item, (5) net wages
25 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
26 name of the employee and only the last four digits of his or her social security
27 number or an employee identification number other than a social security number,
28 (8) the name and address of the legal entity that is the employer and, if the employer
is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
and address of the legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the corresponding number
of hours worked at each hourly rate by the employee. . .

56. During the Class Period, Defendants knowingly and intentionally failed to provide the
Class Members, including Plaintiffs Franceschi and Baca, with timely and accurate wage and hour

1 statements showing gross wages earned, total hours worked, all deductions made, net wages earned,
2 the name and address of the legal entity employing that Class Member, and all applicable hourly
3 rates in effect during each pay period and the corresponding number of hours worked at each hourly
4 rate by that Class Member.

5 57. The Class Members, including Plaintiffs, suffered injury as a result of Defendants'
6 knowing and intentional failure to provide the Class Members, with the wage and hour statements
7 required by law.

8 58. Based on Defendants' conduct as alleged herein, Defendants are liable for actual
9 damages, statutory damages and/or statutory penalties pursuant to California Labor Code § 226,
10 attorney's fees and costs and other applicable provisions of the Labor Code and applicable Wage
11 Order.

12 **SIXTH CAUSE OF ACTION**
13 **FAILURE TO PROVIDE MEAL PERIODS**
14 **(Violation of Labor Code §§ 226.7 and 512)**

15 59. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding
16 paragraphs as though fully set forth herein.

17 60. California Labor Code § 512 and IWC Wage Orders state that an employer may not
18 employ an employee for a work period of more than five (5) hours per day without providing the
19 employee a meal period of not less than 30 minutes, and an employer may not employ an employee
20 for a work period of more than 10 hours per day without providing the employee with a second
21 meal period of not less than 30 minutes. Unless the employee is relieved of all duty during a 30-
22 minute meal period, the meal period shall be considered an "on duty" meal period and counted as
23 time worked. California Labor Code § 226.7(a) further states that no employer shall require any
24 employee to work during any meal or rest period mandated by an applicable order of the IWC.

25 61. Employers are prohibited from exerting coercion against the taking of, creating
26 incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

27 62. Plaintiffs and members of the Class were not provided with or given the opportunity
28 to take the requisite meal periods before the end of the first 5 hours of work, nor were they provided
with or given the opportunity to take a proper second meal period during the days when they
///

1 worked more than 10 hours in a day. Defendants coerced Plaintiffs and the members of the Class to
2 forego meal periods by disciplining and/or threatening disciplinary action against them if they
3 attempted to take meal periods, created incentives to forego meal breaks, and encouraged the
4 skipping of meal periods by scheduling work to coincide with the meal periods, among other things.
5 In addition, Defendants placed unnecessarily tight timelines on Plaintiffs' work, forcing them to
6 miss their meal periods in order to complete their jobs. As a result, Plaintiffs and members of the
7 Class were required to work and/or were not relieved of all duties during any meal period taken, and
8 thus were considered "on duty;" however, Defendants failed to count as time worked any "on duty"
9 meal period taken by Plaintiffs and the members of the Class.

10 63. Pursuant to California Labor Code § 226.7(c) and IWC Wage Orders, if an employer
11 fails to provide an employee a meal period in accordance with the applicable provisions of the IWC
12 Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular
13 rate of pay for each workday that the meal period is not provided. As such, Plaintiffs and members
14 of the Class are entitled to an additional one hour's pay for each day in which Plaintiffs and
15 members of the Class were not provided a proper meal break under the above-described authorities.

16 64. Plaintiffs and the members of the Class request that the Court award interest on all
17 unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date
18 the wages were due and payable pursuant to Labor Code § 218.6.

19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS**

21 **(Violation of Labor Code § 226.7)**

22 65. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
23 allegations of the preceding paragraphs.

24 66. The applicable IWC Wage Orders state that every employer shall authorize and
25 permit all employees to take rest periods. The authorized rest period time shall be based on the total
26 hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major
27 fraction thereof. An employer must provide employees with 10 minutes' rest for shifts from three
28 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
minutes for shifts of more than 10 hours up to 14 hours, and so on.

1 67. Plaintiffs and Class Members were not permitted to take rest periods, were required
2 to work during their rest periods, and/or were disciplined and/or were advised that they would be
3 disciplined if they took rest periods during work hours, in contravention of California law.
4 Plaintiffs were also subject to commission plans, but Defendants failed and refused to compensate
5 them for their rest periods under California law, including violating the holdings in *Bluford v.*
6 *Safeway, Inc.*, 216 Cal.App.4th 864, 871-872 (2013) and *Vaquero v. Stoneledge Furniture LLC*, 9
7 Cal.App.5th 98, 110-111 (2017).

8 68. Pursuant to California Labor Code § 226.7(c) and the applicable IWC Wage Orders,
9 if an employer fails to provide an employee a rest period in accordance with the applicable IWC
10 Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular
11 rate of compensation for each workday that the rest period is not provided.

12 69. As such, Plaintiffs and the Class members are entitled to an additional one hour's
13 pay for each day in which they were not provided a proper rest period under the above-described
14 authorities.

15 70. Plaintiffs and the members of the Class request that the Court award interest on all
16 unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date
17 the wages were due and payable pursuant to Labor Code § 218.6.

18 **EIGHTH CAUSE OF ACTION**
19 **FAILURE TO REIMBURSE EXPENSES**
20 **(Violation of (Labor Code § 2802))**

21 71. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
22 allegations of the preceding paragraphs.

23 72. California Labor Code § 2802 provides that "[a]n employer shall indemnify his or
24 her employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties."

26 73. Plaintiffs are informed and believe, and based thereon allege, that at all relevant
27 times Plaintiffs and the class members incurred certain expenses for their jobs with Defendants,
28 including but not limited to using their own personal cell phones for work purposes without

///

1 reimbursement. Despite this, Defendants failed and refused to indemnify Plaintiffs and the class for
2 all of their expenditures in carrying out their duties for Defendants.

3 74. As a result of Defendants' failure to indemnify Plaintiffs and the class members, they
4 have suffered losses according to proof, including prejudgment interest, costs, and attorneys' fees in
5 prosecuting this case.

6 **NINTH CAUSE OF ACTION**

7 **PRIVATE ATTORNEYS GENERAL ACT**

8 **(Violation of Labor Code §§ 2698 and 2699)**

9 75. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
10 allegations of the preceding paragraphs.

11 76. On or about July 3, 2023, Plaintiff Franceschi provided written notice to the Labor
12 and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the
13 Labor Code alleged to have been violated, including the facts and theories to support the alleged
14 violations.

15 77. The LWDA failed to respond to Plaintiffs' counsel's correspondence and failed to
16 notify Plaintiffs' counsel as to whether it would investigate the allegations contained therein, within
17 the time period requirements of the Private Attorneys General Act (PAGA), under Labor Code
18 §2699.3. Plaintiffs have fully complied with the notice requirements set forth in Labor Code
19 §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

20 78. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages, overtime
21 compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to
22 pay all wages upon termination or resignation, and failure to provide accurate itemized wage
23 statements, and failure to reimburse expenses, will subject Defendants to civil penalties pursuant to,
24 without limitation, Labor Code §§ 201, 202, 203, 204, 226, 510, 512, 551, 552, 1174, 1194, 1198,
25 2802 and IWC Wage Orders.

26 79. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c), and
27 related Labor Code provisions. Plaintiffs bring this cause of action on behalf of themselves, as
28 private attorneys general, and in a representative capacity on behalf of other aggrieved employees,
affected by the labor law violations alleged herein.

1 80. Defendants committed numerous violations of the California Labor Code and
2 IWC Wage Orders against the Plaintiffs, and on information and belief, against members of the
3 Class and other current and former employees while they were employed by Defendants,
4 including but not limited to:

5 a. Defendants violated Labor Code §§ 510, 511, 1194 and/or IWC Wage Orders by
6 failing to pay Plaintiffs and the members of the Class, and on information and belief, other current
7 and former employees of Defendants, all minimum, straight time and overtime wages owed in
8 compliance with California law;

9 b. Defendants violated Labor Code §§ 226.7, 510, 1194, 1197 and/or IWC Wage
10 Orders by failing to pay Plaintiffs and the members of the Class by failing to pay for a missed meal
11 or rest period at the regular rate of pay;

12 c. Defendants violated Labor Code §§ 1194, 1197 and/or IWC Wage Orders by failing
13 to pay Plaintiffs and the members of the Class, and on information and belief, other current and
14 former employees of Defendants, all minimum wages owed in compliance with California law;

15 d. Defendants violated Labor Code §§ 1194, 204, 510, 511 and/or IWC Wage Orders
16 by failing to pay Plaintiffs and the members of the Class, and on information and belief, other
17 current and former employees of Defendants, all wages owed in a timely manner in compliance
18 with California law;

19 e. Defendants violated Labor Code § 226.7, 512, and /or IWC Wage Orders by
20 failing to provide Plaintiffs and the members of the Class, and on information and belief, other
21 current and former employees of Defendants, the opportunity to take the requisite meal periods in
22 compliance with California law;

23 f. Defendants violated Labor Code § 226.7 and/or IWC Wage Orders by
24 failing to authorize and permit Plaintiffs and the members of the Class, and on information and
25 belief, other current and former employees of Defendants, the opportunity to take the requisite rest
26 periods in compliance with California law;

27 g. Defendants violated Labor Code §§ 226, 1174 and/or IWC Wage Orders by

28 ///

///

1 failing to properly maintain accurate employment time and records, maintain and/or submit accurate
2 itemized wage statements on behalf of Plaintiffs, members of the Class, and on information and
3 belief, on behalf of other current and former employees of Defendants as described herein; and

4 h. Defendants violated Labor Code §§ 201, 202 and/or IWC Wage Orders by
5 failing to pay Plaintiffs, the Class, and on information and belief, other current and former
6 employees of Defendants as described herein; and

7 i. Defendants violated Labor Code § 2802 by failing to indemnify Plaintiffs and
8 members of the Class and on information and belief, other current and former employees of
9 Defendants as described herein.

10 81. Pursuant to Labor Code § 2699, Plaintiffs, members of the Class, and all other
11 aggrieved current and former employees seek to recover civil penalties, as otherwise provided by
12 statute and wage order, for which Defendants are liable as a result of their violations of the
13 California Labor Code and applicable wage order(s) in an amount to be proven at trial. These
14 penalties include, but are not limited to, those provided by Labor Code §§ 201, 202, 203, 204, 210,
15 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1197, 2699, 2751, 2802 and IWC Wage Orders.
16 Plaintiffs and aggrieved current and former employees further seek and award of reasonable
attorneys' fees and costs pursuant to Labor Code § 2698 and 2699.

17 PRAYER FOR RELIEF

18 WHEREFORE, Plaintiffs pray:

19 1. That the Court determine this action may be maintained as a class action;

20 As to the First Cause of Action:

21 2. For an order preliminarily and permanently enjoining Defendants from engaging in
22 the practices challenged herein;

23 3. An order for full restitution of all monies, as necessary and according to proof, to
24 restore any and all monies withheld by the Defendants by means of the unfair practices complained
25 of herein. Plaintiffs seek, on behalf of the putative class, the appointment of a receiver, as
26 necessary. The restitution includes all monies retained as wages, as defined in Labor Code §§ 201,
27 202, 510 and 1194, and interest, and attorneys' fees as a result of the unfair business practices;

28 ///

1 4. For an order finding and declaring that Defendants' acts and practices as challenged
2 herein are unlawful, and unfair and/or fraudulent;

3 5. For an accounting, under administration of Plaintiffs and subject to court
4 supervision, to determine the amount to be returned by Defendants and the amounts to be refunded
5 to members who are or were not paid all their wages due to Defendants' unfair business practices;

6
7 6. For the creation of an administrative process wherein each injured current and
8 former employee receives his or her back wages in the form of overtime pay or alternatively that
9 each current or former eligible employee may submit a claim in order to receive his/her money;

10 7. For an order requiring Defendants to make full restitution and payment pursuant to
11 B&PC §§ 17200, et seq.;

12 8. For all other appropriate declaratory and equitable relief;

13 9. For pre-judgment interest to the extent permitted by law;

14 10. For an order requiring Defendants to identify, by name, address and telephone
15 number of each person who worked in California as an hourly non-exempt employee for
16 Defendants between 2019 through the time of judgment;

17 11. For an order imposing all civil and statutory penalties provided by law.

18 **As to the Second and Fourth Cause of Action:**

19 12. For damages according to proof, as set forth in Labor Code §§ 510, 226.7 and 1194,
20 et seq., (and the applicable California Industrial Welfare Commission wage orders) regarding wages
21 due and owing;

22 13. For pre-judgment interest as allowed by Labor Code § 1194 and California Civil
23 Code § 3287(b), for waiting time penalties as authorized by Labor Code § 203, and for reasonable
24 attorneys' fees;

25 14. For an order imposing all civil and statutory penalties provided by law.

26 **As to the Third Cause of Action:**

27 15. For waiting time penalties for all former employees not timely paid their last pay
28 check, including vacation pay;

 16. For reasonable attorneys' fees and costs;

1 17. For an order imposing all civil and statutory penalties provided by law.

2 **As to the Fifth Cause of Action:**

3 18. For recovery as authorized by Labor Code §226(e);

4 19. For injunctive relief to ensure Defendants' compliance with Labor Code §226 and
5 the IWC Wage Orders §7(A) pursuant to Labor Code §226(h);

6 20. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e)
7 and/or §226(h);

8 21. For an order imposing all civil and statutory penalties provided by law.

9 **As to the Sixth Cause of Action:**

10 22. One (1) hour of pay at each of the employees' regular rate of compensation for each
11 workday that a meal period was not provided, impeded, discouraged and/or dissuaded;

12 23. For an order imposing all civil and statutory penalties provided by law.

13 **As to the Seventh Cause of Action:**

14 24. One (1) hour of pay at each of the employees' regular rate of compensation for each
15 workday that a rest period was not authorized or permitted, or impeded, interrupted, discouraged
16 and/or dissuaded;

17 25. For an order imposing all civil and statutory penalties provided by law.

18 **As to the Eighth Cause of Action:**

19 26. For recovery of all necessary expenditures or losses incurred by Plaintiffs and the
20 class members, according to proof;

21 27. For pre-judgment interest as allowed by Labor Code §§ 218.6, 1194(a), and Civil
22 Code § 3287;

23 28. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §
24 2802(c);

25 **As to the Ninth Cause of Action:**

26 29. That the Court declare, adjudge and decree that Defendants violated California
27 Private Attorneys General Act, Labor Code § 2698 and 2699;

28 30. For an order imposing all civil and statutory penalties provided by law;

 31. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code § 2699(g); and

2 32. For such other and further relief as the Court may deem equitable and appropriate.

3 **As to All Causes of Action:**

4 33. For reasonable costs incurred;

5 34. For such other and further relief as this Court may deem just and proper.

6
7 Dated: December 19, 2024

D.LAW, INC.

8
9 /s/ David Keledjian

10 Emil Davtyan
11 David Yeremian
12 David Keledjian
13 David Arakelyan
14 Attorneys for Plaintiff
15 ANDREW TREJO BACA , and the putative class

16
17 Dated: December 19, 2024

BARTZ LAW GROUP, APC

18
19 By: /s/ Aaron A. Bartz

20 AARON A. BARTZ
21 Attorneys for Plaintiff Christopher Franceschi,
22 and all others similarly situated
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3

5

6

7

8

9

10

10

11

12

12

13

14

15

16

17

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd. Suite 840, Glendale, CA 91203.

Aaron A. Bartz
Rex Phillips
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, CA 92617
Phone: (949) 504-4413
Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com
Email: rex@bartzlawgroup.com

Walter L. Haines
UNITED EMPLOYEES LAW GROUP, PC
 8605 Santa Monica Blvd., #63354
 West Hollywood, CA 90069
 Phone: (562) 256-1047
 Fax: (562) 256-1006
 Email: walter@uelglaw.com

[] **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 8, 2025, at Glendale, California.


Jordan Floyd

EXHIBIT 4

Activities Export

01/16/2026

12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/16/2026		Revise and final approval papers. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	2.00h	\$1,025.00	-	\$2,050.00
01/15/2026		Review and revise final approval papers. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.50h	\$1,025.00	-	\$1,537.50
01/14/2026		Revise motion papers, and review and respond to settlement administrator regarding supporting declaration and final calculations. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	2.00h	\$1,025.00	-	\$2,050.00
01/08/2026		Prepare declarations and order and judgment; Revise motion for final approval. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	5.00h	\$1,025.00	-	\$5,125.00
01/07/2026		Prepare motion for final approval and supporting declaration. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	10.00h	\$1,025.00	-	\$10,250.00
12/29/2025		Continue researching final approval, and begin preparing motion documents. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	6.00h	\$925.00	-	\$5,550.00
12/17/2025		Research regarding final approval, and court procedures. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	5.00h	\$925.00	-	\$4,625.00
10/27/2025		Review case for further handling, and review administrator declaration.	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$925.00	-	\$925.00
					213.35h		\$0.00	\$183,475.00
							0.00h	213.35h

Activities Export

01/16/2026
12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Unbilled								
10/22/2025		Review case for further handling, and further status report from administrator. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$925.00	-	\$925.00
10/13/2025		Review case for further handling, and further status report from administrator. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$925.00	-	\$925.00
10/10/2025		Review case for further handling, and prepare CMC statement. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$925.00	-	\$925.00
10/06/2025		Review case for further handling, and further status report from administrator. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$925.00	-	\$925.00
09/29/2025		Review case for further handling, and further status report from administrator. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$925.00	-	\$925.00
09/23/2025		Review case for further handling, and further status report from administrator. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$925.00	-	\$925.00
09/17/2025		Review case for further handling, and further status report from administrator. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$925.00	-	\$925.00
					213.35h		\$0.00 0.00h	\$183,475.00 213.35h

Activities Export

01/16/2026

12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/08/2025		Review case for further handling, and further status report from administrator. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$925.00	-	\$925.00
09/02/2025		Review case for further handling, and further status report from administrator. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$925.00	-	\$925.00
08/19/2025		Review case for further handling. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Rex Phillips	0.30h	\$650.00	-	\$195.00
08/11/2025		Review settlement release in worker's compensation action to identify conflicts with wage and hour case. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Rex Phillips	0.60h	\$650.00	-	\$390.00
08/04/2025		Review Order and related documents, and review legal strategies; Prepare correspondence to administrator, and review responses regarding same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	2.00h	\$925.00	-	\$1,850.00
07/30/2025		Draft, finalize, discuss with attorney, finalize, file and serve Ntc of Revised Order. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00h	\$295.00	-	\$295.00
07/30/2025		Prepare for and attend hearing on preliminary approval; Review and revise proposed Order, and revise	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	3.00h	\$925.00	-	\$2,775.00
					213.35h		\$0.00	\$183,475.00
							0.00h	213.35h

Activities Export

01/16/2026

12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Class Notice. Unbilled						
07/29/2025		Review and consider case documents in advance of hearing, and prepare for hearing; Review tentative ruling. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	4.00h	\$925.00	-	\$3,700.00
06/16/2025		Review case for further handling and case management conference. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Rex Phillips	0.30h	\$650.00	-	\$195.00
06/05/2025		Finalize and filed joint case management conference statement. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Rex Phillips	0.50h	\$650.00	-	\$325.00
06/05/2025		Draft, finalize, discuss with attorney, file, and serve Joint CMC. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00h	\$295.00	-	\$295.00
06/04/2025		Email to OPC regarding joint case management statement. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Rex Phillips	0.20h	\$650.00	-	\$130.00
06/03/2025		Review case file for further handling; draft joint case management conference statement. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Rex Phillips	1.40h	\$650.00	-	\$910.00
03/04/2025		Review, revise and final motion for preliminary approval papers, and	00058-Franceschi Franceschi v. Airport Home	Aaron Bartz	3.00h	\$925.00	-	\$2,775.00
					213.35h		\$0.00 0.00h	\$183,475.00 213.35h

Activities Export

01/16/2026

12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		coordinate filing with Court. Unbilled	Appliance					
03/03/2025		Prepare declaration, and review and revise same; Review and revise motion for preliminary approval. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	4.00h	\$925.00	-	\$3,700.00
03/03/2025		Prepare Tables for MPA Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Leanne Nguyen-Phuoc	1.50h	\$215.00	-	\$322.50
03/01/2025		Prepare Proposed Order and declarations in support of preliminary approval. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	2.50h	\$925.00	-	\$2,312.50
02/27/2025		Revise motion for preliminary approval, and email with OPC regarding same; Revise attorney declaration, and review and respond with co-counsel regarding same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$925.00	-	\$925.00
02/18/2025		Prepare Declaration in support of preliminary approval motion. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	3.50h	\$925.00	-	\$3,237.50
02/17/2025		Prepare Motion for Preliminary Approval, and research in support of same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	7.50h	\$925.00	-	\$6,937.50
					213.35h		\$0.00 0.00h	\$183,475.00 213.35h

Activities Export

01/16/2026

12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/11/2024		Prepare Second Amended Complaint, and review case for further handling. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	2.50h	\$850.00	-	\$2,125.00
12/09/2024		Review case for further handling, and Order regarding CMC continuance; Review and respond to co-counsel regarding SAC. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	0.50h	\$850.00	-	\$425.00
12/06/2024		Review Court rejection of stipulation re stay of action; review case file and follow up with Court clerk regarding the same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Rex Phillips	0.50h	\$650.00	-	\$325.00
12/03/2024		Finalized joint stip, filed and served. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Leanne Nguyen-Phuoc	0.25h	\$215.00	-	\$53.75
11/26/2024		Review case for further handling, and prepare Joint Status Report. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$850.00	-	\$850.00
11/26/2024		Discuss with attorney, finalize, file and serve Joint CMC statement Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	0.75h	\$295.00	-	\$221.25
11/22/2024		Review and revise Settlement Agreement; Prepare Stipulation to Stay, and Stipulation to file amended consolidated complaint. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	2.00h	\$850.00	-	\$1,700.00
					213.35h		\$0.00 0.00h	\$183,475.00 213.35h

Activities Export

01/16/2026

12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/19/2024		Review and consider settlement agreement, and conference call with OPC regarding same; Review and revise settlement agreement and class notice. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	3.50h	\$850.00	-	\$2,975.00
11/15/2024		Prepare Settlement Agreement and Class Notice. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	4.00h	\$850.00	-	\$3,400.00
11/13/2024		Prepare Settlement Agreement. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.50h	\$850.00	-	\$1,275.00
09/25/2024		Research in preparation for Mediation; Attend Mediation. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	11.00h	\$850.00	-	\$9,350.00
09/24/2024		Review Defendant's mediation brief, and research in preparation for mediation. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	5.00h	\$850.00	-	\$4,250.00
09/23/2024		Review and consider case documents in preparation for Mediation; Conference call with client regarding Mediation; Conference call with Mediator; Review and respond to emails with OPC regarding mediation. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	3.50h	\$850.00	-	\$2,975.00
09/20/2024		Review of expert analysis regarding class damages; Revise and final Mediation Brief, and	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	8.00h	\$850.00	-	\$6,800.00
					213.35h		\$0.00	\$183,475.00
							0.00h	213.35h

Activities Export

01/16/2026
12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		coordinate service. Unbilled						
09/19/2024		Review mediation brief and revise and email co-Plaintiff's counsel regarding the same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Rex Phillips	0.60h	\$650.00	-	\$390.00
09/11/2024		Review and consider expert analysis, and prepare Mediation Brief. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	3.00h	\$850.00	-	\$2,550.00
09/09/2024		Review case file in preparation for mediation. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Rex Phillips	0.70h	\$650.00	-	\$455.00
09/07/2024		Research regarding claims, and review mediation materials produced by Defendant. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	3.00h	\$850.00	-	\$2,550.00
08/14/2024		Review and consider damages issues, and confer with expert regarding same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	4.00h	\$850.00	-	\$3,400.00
08/13/2024		Review data sample, and conference call with expert regarding same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	2.00h	\$850.00	-	\$1,700.00
08/12/2024		Review and consider emails from expert, and prepare responses to same.	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.50h	\$850.00	-	\$1,275.00
					213.35h		\$0.00 0.00h	\$183,475.00 213.35h

Activities Export

01/16/2026

12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Unbilled								
08/06/2024		Review case for further handling, and review mediation data and respond to co-counsel regarding same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.75h	\$850.00	-	\$1,487.50
05/08/2024		Confer with attorney re mediation. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	0.50h	\$295.00	-	\$147.50
04/18/2024		Research regarding potential mediators, and review and respond to co-counsel regarding same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.70h	\$850.00	-	\$1,445.00
03/14/2024		Review case for further handling, and conference call with OPC regarding case. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$850.00	-	\$850.00
02/15/2024		Client conference Call re Case Status Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	0.50h	\$295.00	-	\$147.50
01/26/2024		Review and revise written discovery, and coordinate service of same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$850.00	-	\$850.00
01/23/2024		Research regarding motion to compel arbitration, and prepare outline for hearing; Attend hearing on motion to compel arbitration.	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	5.40h	\$850.00	-	\$4,590.00
					213.35h		\$0.00 0.00h	\$183,475.00 213.35h

Activities Export

01/16/2026
12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Unbilled								
01/22/2024		Review of tentative ruling regarding motion to compel arbitration, and begin preparing for hearing. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	2.20h	\$850.00	-	\$1,870.00
01/09/2024		Revise and final Case Management Statement, and Notice of Posting Jury Fees, and coordinate filing of same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	0.40h	\$850.00	-	\$340.00
01/09/2024		Drafting, Filing , and Serving CMS and Notice of Jury Fees Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00h	\$295.00	-	\$295.00
01/08/2024		Review file for further handling, and prepare Complex Case Management Conference Statement. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.20h	\$850.00	-	\$1,020.00
12/22/2023		Review case for further handling, and review Notice of Reassignment; Research regarding new judge. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00h	\$850.00	-	\$850.00
12/04/2023		Review and consider Reply papers, and prepare Objections; Coordinate filing and service of same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	2.40h	\$850.00	-	\$2,040.00
					213.35h		\$0.00 0.00h	\$183,475.00 213.35h

Activities Export

01/16/2026

12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/27/2023		Revise and finalize Opposition to Motion to Compel, and coordinate filing and service of Opposition papers. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	2.50h	\$850.00	-	\$2,125.00
11/22/2023		Review and revise Opposition and supporting papers, and research in support of same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.70h	\$850.00	-	\$1,445.00
11/20/2023		Review and revise declaration, and research regarding employer's failure to sign arbitration agreement. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.30h	\$850.00	-	\$1,105.00
11/19/2023		Review and revise Opposition to Motion to Compel Arbitration. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.50h	\$850.00	-	\$1,275.00
11/17/2023		Review and revise Opposition and supporting Declarations and exhibits; Prepare Objections to Evidence. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	3.50h	\$850.00	-	\$2,975.00
11/15/2023		Continue preparing Opposition to Motions to Compel Arbitration, Dismiss Class Claims, and Stay PAGA claims; Prepare declarations; Conference call with client regarding case. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	6.00h	\$850.00	-	\$5,100.00
					213.35h		\$0.00 0.00h	\$183,475.00 213.35h

Activities Export

01/16/2026

12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/14/2023		Review Motion to compel and related evidence, and research in support of Opposition; Prepare Opposition and declarations. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	7.00h	\$850.00	-	\$5,950.00
11/09/2023		Review of Motions regarding arbitration, stay and dismissal, and begin researching regarding same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	2.50h	\$850.00	-	\$2,125.00
09/19/2023		Review of Complaint and supporting documents, and coordinate filing with Court. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	0.50h	\$850.00	-	\$425.00
09/19/2023		Draft, finalize, and file Summons, Complaint, Civil Cover Sheet Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00h	\$295.00	-	\$295.00
09/13/2023		Prepare Complaint. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	7.00h	\$850.00	-	\$5,950.00
09/12/2023		Review of client records and research in support of claims; Prepare Complaint. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	4.20h	\$850.00	-	\$3,570.00
07/31/2023		Review of client's payroll and personnel records. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	3.50h	\$850.00	-	\$2,975.00
07/03/2023		Review client documents and research in support of PAGA	00058-Franceschi Franceschi v. Airport Home	Aaron Bartz	6.50h	\$850.00	-	\$5,525.00
					213.35h		\$0.00 0.00h	\$183,475.00 213.35h

Activities Export

01/16/2026
12:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		claims; Prepare PAGA letter. Unbilled	Appliance					
06/30/2023		Review and consider client documents and case strategies; Research regarding same. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	7.00h	\$850.00	-	\$5,950.00
					213.35h		\$0.00 0.00h	\$183,475.00 213.35h

EXHIBIT 5

Activities Export

01/16/2026

12:35 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/15/2026		Filing and service fees for motion for final approval and post-judgment filings, etc (anticipated). Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00	\$300.00	-	\$300.00
10/13/2025		Joint CMC - OL Confirmation #33349020 Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Leanne Nguyen-Phuoc	1.00	\$25.90	-	\$25.90
07/30/2025		One Legal - Revised Proposed Order - Confirmation #32895262 Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00	\$24.94	-	\$24.94
06/05/2025		One Legal Filing re Joint CMC statement Confirmation #32557768 Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00	\$26.74	-	\$26.74
03/04/2025		MPA filing via One Legal Confirmation #31995842 Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Leanne Nguyen-Phuoc	1.00	\$87.97	-	\$87.97
12/03/2024		One Legal Filing re Joint Stip and Proposed Order Confirmation #31517824 Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Leanne Nguyen-Phuoc	1.00	\$42.90	-	\$42.90
11/26/2024		One Legal filing re Joint Case Management Statement. Confirmation #31493722 Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00	\$21.90	-	\$21.90
10/09/2024		EconOne - Invoice 26702. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00	\$2,079.80	-	\$2,079.80
							\$0.00 0.00h	\$24,505.83 0.00h

Activities Export

01/16/2026

12:35 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/03/2024		JAMS Invoice 7367314 - Mediation Fees. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00	\$1,515.19	-	\$1,515.19
09/24/2024		NAICS company search. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00	\$9.95	-	\$9.95
09/10/2024		EconOne Invoice #26538 - Mediation damages analysis. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00	\$10,815.50	-	\$10,815.50
08/12/2024		Mediation Fees - JAMS (Brian Walsh). Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00	\$7,209.30	-	\$7,209.30
01/09/2024		One legal filing of CMS and Ntc of Jury Fees Confirmation #29683416 Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00	\$171.90	-	\$171.90
12/04/2023		FedEx charges re Opposition to Motion to Compel Arbitration. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00	\$43.38	-	\$43.38
11/28/2023		One Legal Opposition Part 2 Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00	\$60.00	-	\$60.00
11/27/2023		One Legal Filing Opposition Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00	\$19.90	-	\$19.90
11/27/2023		Filing fees and courtesy copy costs re Opposition, etc. to Motion to	00058-Franceschi Franceschi v. Airport Home	Aaron Bartz	1.00	\$79.90	-	\$79.90
							\$0.00 0.00h	\$24,505.83 0.00h

Activities Export

01/16/2026

12:35 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Compel Arbitration. Unbilled	Appliance					
11/20/2023		One Legal Filing CMS Confirmation #29439019 Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00	\$17.15	-	\$17.15
10/18/2023		Nationwide service of process fees. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00	\$197.79	-	\$197.79
10/12/2023		One legal filing of Proof of Service Confirmation #29225240 Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00	\$19.90	-	\$19.90
10/12/2023		Nationwide Expense Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00	\$197.79	-	\$197.79
09/19/2023		One Legal Filing of Complex Class action Confirmation #29093938 Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Nestor Mejia	1.00	\$1,454.90	-	\$1,454.90
07/03/2023		Certified Mail Cost - mailed 7/5/23 Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Sally Bartz	1.00	\$8.13	-	\$8.13
07/03/2023		PAGA filing fees. Unbilled	00058-Franceschi Franceschi v. Airport Home Appliance	Aaron Bartz	1.00	\$75.00	-	\$75.00
							\$0.00 0.00h	\$24,505.83 0.00h