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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 EDGARDO MARQUINA, MARVIN
16 LOUKA, ULISES URIBE and JULIAN
17 DOMINGO, individuals, on behalf of
18 themselves, and on behalf of all persons
19 similarly situated,

20 Plaintiffs,

21 vs.

22 AT&T MOBILITY SERVICES LLC, a
23 Limited Liability Company; and DOES 1
24 through 50, inclusive,

25 Defendants.

CASE NO.: **23STCV24512**

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

Hearing Date: March 23, 2026

Hearing Time: 10:00 a.m.

*[Hearing scheduled by Order dated November 4,
2025]*

Judge: Hon. Timothy Patrick Dillon

Dept: 15

Date Filed: October 9, 2023

Trial Date: Not set

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

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

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

27
28 3. Summary of the Proposed Settlement.

1 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement as modified by
2 the Joint Stipulation Regarding the Class Action and PAGA Settlement Agreement (collectively referred
3 to herein as the "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiffs and
4 Defendant AT&T Mobility Services LLC ("Defendant") reached a full and final settlement of the
5 above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As
6 consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is Two Million
7 One Hundred Twenty Three Thousand Two Hundred and Twenty Dollars and Seventy-Five Cents
8 (\$2,123,220.75), which is an increase of \$285,720.75 as a result of the escalator provision (Agreement
9 at ¶ 1.22). Under the Settlement, the Gross Settlement Amount consists of the following elements: (1)
10 payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees
11 Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the
12 Class Representative Service Payments to the Plaintiffs; and (5) the PAGA Penalties payment allocated
13 75% to the LWDA PAGA Payment and 25% to the Individual PAGA Payments. (Agreement at ¶ 1.22.)

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

17 (c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll
18 taxes thereon no later than 23 days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of
19 Individual Class Payments to Participating Class Members will be made within 7 days after Defendant
20 funds the Gross Settlement Amount. (Agreement at ¶ 4.4.)

21 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
22 amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service
23 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the
24 Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class
25 Members as their Individual Class Payments. (Agreement at ¶¶ 1.27 and 3.2.) The Administrator will
26 calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number
27 of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying
28 the result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2.4.) Workweeks will

1 initially be based on Defendant's records, however, Class Members will have the right to challenge the
2 number of Workweeks.

3 (e) Class Members may choose to opt-out of the Settlement by following the directions in the
4 Class Notice. (Agreement at ¶ 7.5, Ex. A.) All Class Members who do not "opt out" will be deemed
5 Participating Class Members who will be bound by the Settlement and will be entitled to receive an
6 Individual Class Payment. (Agreement at ¶ 7.5.3.) All Aggrieved Employees, including those who
7 submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain
8 subject to the release of the Released PAGA Claims regardless of their request for exclusion from the
9 Class. (Agreement at ¶¶ 5.3 and 8.5.4.) Finally, the Class Notice will advise the Class Members of their
10 right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 7.6 and 7.7, and Ex.
11 A.)

12 (f) Participating Class Members must cash their Individual Class Payment check within 180 days
13 after it is mailed. (Agreement at ¶ 4.4.1.) Any settlement checks not cashed within 180 days will be
14 voided and any funds represented by such checks sent to the California Controller's Unclaimed Property
15 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements
16 of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 4.4.3.)

17 (g) Atticus Administration was appointed by the Court as the Administrator for the Settlement.
18 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
19 administration in an amount not to exceed \$35,000. (Agreement at ¶ 3.2.3) The forthcoming Buesgens
20 Declaration will state the Administration Expenses Payment, including fees and costs incurred to-date,
21 as well as anticipated fees and costs for completion of the settlement administration.

22 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
23 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
24 (Agreement at ¶ 3.2.2.) Class Counsel will also be allowed to apply separately for an award of Class
25 Counsel Litigation Expenses Payment in an amount not to exceed \$50,000. (Agreement at ¶ 3.2.2.)
26 Subject to Court approval, the Agreement provides for a payment of no more than \$7,500 to each
27 Plaintiff as their Class Representative Service Payments. (Agreement at ¶ 3.2.1.) In support of these
28 requests for attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing

1 evidentiary support, including lodestar.

2 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
3 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code
4 Section 2698, et seq. ("PAGA"). The PAGA Penalties are \$100,000. (Agreement at ¶¶ 1.33 and 3.2.5.)
5 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as
6 follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share
7 of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed to the
8 Aggrieved Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶
9 3.2.5.) As set forth in the accompanying proof of service, the LWDA has been served with this motion
10 and the Agreement.

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
12 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
13 settlement is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 4.) In sum, the
14 Settlement valued at \$1,916,250 is an excellent result for the Class. This result is particularly favorable
15 in light of the fact that liability and class certification in this case were far from certain in light of the
16 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
17 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
18 settlement is fair, reasonable and adequate, and should be finally approved.

19
20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
21 dated November 4, 2025 ("Preliminary Approval Order"), the approved Class Notice has been
22 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
23 On January 20, 2026, the Administrator mailed the Court-approved Class Notice to the Class Members,
24 which provided each class member with the terms of the Settlement, including notice of the claims at
25 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that
26 were being sought, how individual settlement awards would be calculated, and the specific, estimated
27 payment amount to that individual. *See* Declaration of Kristy Buesgens, to be filed after the March 6,
28 2026 Response Deadline. In disseminating the notice, the Administrator followed the notice procedures

1 authorized by the Court in its Preliminary Approval Order. Significantly, there have been no objections
2 and no requests to opt-out. Currently, the entire Class (100.00%) will participate in the Settlement and
3 will be sent a settlement check.

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

13
14 6. Procedural History of the Litigation

15 (a) On August 18, 2023, Plaintiff Edgardo Marquina filed with the LWDA and served on
16 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to
17 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. The PAGA
18 Notice by Edgardo Marquina specifically alleged violations of Labor Code §§ 201, 202, 203, 204 et seq.,
19 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
20 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
21 Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and violation of the applicable
22 Wage Order(s) and also included and incorporated a copy of the draft complaint with this PAGA Notice.
23 On November 3, 2023, Plaintiff Marvin Louka filed with the LWDA and served on Defendant a notice
24 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
25 on behalf of Aggrieved Employees for various Labor Code violations.

26 (b) On October 9, 2023, former plaintiff Jalen Gilbert and current Plaintiff Edgardo Marquina
27 commenced their action against Defendant. On June 14, 2024, Gilbert and Marquina filed a First
28 Amended Complaint, which named Marvin Louka as a third plaintiff. On May 14, 2025, Gilbert

1 dismissed his claims against Defendant without prejudice.

2 (c) On May 14, 2025, Marquina and Louka filed a Second Amended Complaint, which named
3 Ulises Uribe and Julian Domingo as additional plaintiffs. The Second Amended Complaint is the
4 operative complaint in the Action ("Operative Complaint").

5 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
6 informal discovery, and the production of hundreds of pages of documents, class data, and other
7 information, allowing for the full and complete analysis of liabilities and defenses to the claims in the
8 Action. The information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2)
9 payroll data and time punch data for the Plaintiffs; (3) Defendant's wage and hour policies; (4) the
10 employment file for the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such,
11 Class Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert
12 to prepare the valuations of the claims for the Class.

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

20 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
21 to mediation, the Parties engaged in the above investigation and the exchange of documents and
22 information in connection with the Action. On March 18, 2025, the Parties participated in an all-day
23 mediation presided over by Lynne Frank, a respected mediator of wage and hour representative and class
24 actions. Following the mediation, each side, represented by its respective counsel, were able to agree
25 to settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
26 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
27 At all times, the negotiations were arm's length and contentious.

28 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any

1 kind associated with the claims alleged in the Action and further denies that, for any purpose other than
2 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
3 among other things, that it has complied at all times with the California Labor Code, applicable Wage
4 Order, and all other laws and regulations. Further, Defendant contends that class certification is
5 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated
6 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
7 certification on the basis that the claims meet the requisites for class certification. Without admitting that
8 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
9 purposes only. (Agreement at ¶ 12.1). The Parties agree that certification for settlement purposes is not
10 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
11 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
12 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
13 with respect to the Class are satisfied.

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

26
27 7. History of Settlement Discussions

28 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations

1 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
2 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
3 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
4 Class Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel
5 who has previously litigated similar claims against other employers.

6 (b) The Parties attended an arms-length mediation session with Lynne Frank, Esq., a respected
7 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
8 preparation for the mediation, Defendant provided Class Counsel with employment data and other
9 information regarding the Class Members, various internal documents, and other compensation and
10 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
11 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following the all-day
12 mediation session, the Parties agreed to this Settlement.

13 (c) From March 2025 to May 2025, , the settlement agreement and exhibits thereto were
14 finalized and executed. On October 31, 2025, the Parties filed a Joint Stipulation Regarding Class Action
15 and PAGA Settlement Agreement. On November 4, 2025, the Court granted the Motion for Preliminary
16 Approval, and entered the Order granting preliminary approval of the settlement as fair and reasonable
17 to the Class.

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

20
21 8. The outcome of this case would have been uncertain and fraught with risks.

22 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
23 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with
24 all applicable labor laws. Defendant argued that Class Members were paid for all time worked and that
25 all work time was properly recorded. Defendant contends that its meal and rest period policies fully
26 complied with California law and Defendant did not fail to provide the opportunity for legally required
27 meal and rest breaks. Defendant showed that any potential violations for missed meal periods was very
28 low, and there were more premiums paid than potential violations. Defendant could argue that this

1 payment of significant meal period premiums is evidence of its lawful practices. As a result, the meal
2 and rest period claim exposure was limited to the alleged underpayment of these premiums based upon
3 the miscalculation of the regular rate. Defendant contends that there was no failure to pay for business
4 expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was
5 not legally required. Finally, Defendant could argue that the Supreme Court decision in *Brinker v.*
6 *Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class
7 certifiability as to the meal and rest period claims. Defendant also argues that based on their facially
8 lawful practices, Defendant acted in good faith and without willfulness, which if accepted would negate
9 the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum*
10 *Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good faith
11 believed it was providing a complete and accurate wage statement in compliance with the requirements
12 of section 226, then it has not knowingly and intentionally failed to comply with the wage statement
13 law.") Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While
14 Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses have merit
15 and therefore present a serious risk to recovery by the Class.

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

25 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
26 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
27 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
28 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case

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

11 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
12 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary
13 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
14 favorably to the value of the claims. Based upon 5,602 Participating Class Members who collectively
15 worked an estimated 439,423 workweeks, the Gross Settlement Amount provides an average value of
16 \$342.06 per Class Member and \$4.36 per workweek and after deductions the Net Settlement Amount
17 provides an average recovery of \$189.66 per Class Member and a recovery of \$2.41 per workweek. The
18 calculations to compensate for the amount due for the Class at the time of the mediation were calculated
19 by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action,
20 Plaintiffs used this expert to analyze the data and determine the potential unpaid wages for the
21 employees. The maximum potential damages were calculated to be \$5,197,550 for the alleged unpaid
22 wages due to off-the-clock work at 30 minutes per week, \$1,514,493 for alleged damages based upon the
23 miscalculation of the regular rate applicable to meal and rest period premiums, sick pay and
24 vacation/PTO pay, \$473,960 for alleged unreimbursed business expenses for personal cell phone usage
25 at \$5 per month. As a result, the total damage valuation was calculated that Defendant was subject to
26 a maximum damage claim in the amount of \$7,186,003. As to potential penalties, Plaintiffs calculated
27 that potential waiting time penalties were a maximum of \$6,468,426, and potential maximum wage
28

1 statement penalties were \$4,479,550.¹ Defendant vigorously disputed Plaintiffs' calculations and
2 exposure theories. Consequently, the Gross Settlement Amount of \$1,916,250 represents more than 26%
3 of the maximum value of the alleged damages at issue in this case at the time this Settlement was
4 negotiated.² Importantly, the recent decision that good faith belief of compliance by the employer in
5 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims
6 for waiting time and wage statement penalties, even if wages were owed to the Class. The above
7 maximum calculations should then be adjusted in consideration for both the risk of class certification and
8 the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared
9 to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair
10 and reasonable.³ Clearly, the goal of this litigation has been met.

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

15 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
16 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
17 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
18 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
19 Members were properly compensated. See *Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
(2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
20 dispute as to whether and when the wages were due.").

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

25 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
26 settlement where the settlement amount constituted approximately 25% of the estimated overtime
27 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
28 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy
v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval
of a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral
v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 will be set forth in the forthcoming Declaration of Kristy Buesgens (Administrator). Given the
2 complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed
3 Settlement is fair, reasonable and adequate, and should be finally approved.

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

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

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

13 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
14 fund settlement to be paid by Defendant to the Class in the amount of Two Million One Hundred Twenty
15 Three Thousand Two Hundred and Twenty Dollars and Seventy-Five Cents (\$2,123,220.75), which is
16 an increase of \$285,720.75 as a result of the escalator provision (Agreement at ¶ 1.22) As part of the
17 settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross
18 Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class
19 Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to one-
20 third of the Gross Settlement Amount.

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

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

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

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

6 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
7 of the Gross Settlement Amount of \$2,123,220.75 which equals \$707,740.25 for attorneys' fees. As part
8 of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
9 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$50,000. Finally,
10 Defendant also agreed that Plaintiffs can be awarded a Class Representative Service Payment in the
11 amount of \$7,500 each, as their service awards under the Agreement.

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

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

28 (d) Here, the contingent nature of the fee award, both from the point of view of eventual

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

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

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

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

23 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
24 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
25 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
26 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
27 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
28 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class

1 Counsel advanced more than \$26,000 in costs which could not have been recovered if this case had been
2 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
3 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
4 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
5 Plaintiffs also support the requested awards.

6 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
7 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
8 one-third equal to \$707,740.25 is also established by reference to Class Counsel's lodestar in this matter.

9 **The contemporaneous billing records for Class Counsel evidence that through February 25, 2026,**
10 **Class Counsel's total lodestar is \$352,787.50, with significant additional fees still to be incurred**
11 **to complete final approval and the settlement process.** (See below at ¶ 12 and Exhibit #3 hereto
12 [lodestar of \$188,072.50]; Declaration of David Hawkes at ¶13 and Exhibit A [lodestar of
13 \$59,220.00]; Declaration of David Huch at ¶12 and Exhibit A [lodestar of \$105,495.00].) The
14 requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a
15 reasonable multiplier cross-check of 2, and there will be additional lodestar incurred by Class
16 Counsel to complete the settlement process and manage the settlement distribution and reports.
17 Such a multiplier cross-check is within the range of multipliers approved in other cases such as
18 *Laffitte and Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002).⁴ As evidenced by the
19 billing, Class Counsel's work was efficiently performed and highly successful, and Class Counsel
20 should not be punished for efficient and successful litigation. As a result, this Court may conclude
21 that the requested award is fair and reasonable and is justified under California law.

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

24 ⁴ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*
25 *supra*, at 1051 (3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba*, 91 Cal. App.
27 4th at 255 ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing*
28 *Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez*
v. Netflix, Inc., 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved
range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26
multiplier).

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

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

1 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
2 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
3 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and
4 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco
5 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award
6 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*
7 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award
8 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
9 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-
10 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*
11 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.
12 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*
13 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
14 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
15 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
16 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
17 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill
18 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in
19 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.
20 Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
21 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren
22 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in
23 *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge
24 Marie Weiner approved a one-third fee award in a wage and hour class settlement. On September 12,
25 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.
26 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.
27 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.
28 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class

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

9 12. **The billing records for Class Counsel evidence that through February 25, 2026,**
10 **Class Counsel's total combined lodestar is \$352,627.50, with significant additional fees still to be**
11 **incurred to complete final approval and the settlement process.** The requested fee award is therefore
12 currently equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check of 2,
13 and there will be additional lodestar incurred by Class Counsel to complete the settlement process
14 and manage the settlement distribution and reports. From July 14, 2023 to February 25, 2026, my
15 firm worked on this matter for over 259 hours, with hourly rates for attorneys ranging from \$450 to
16 \$995, resulting in a total incurred lodestar for my firm in the amount of \$188,072.50. A
17 contemporaneous detailed breakdown of the total fees and the services performed by the firm on this
18 case is attached hereto as Exhibit #3. In addition, my firm will be performing significant additional
19 work that is not included in this lodestar amount, including finalizing the final approval motion,
20 attending the hearing on final approval, and monitoring completion of the settlement process. I
21 expect this additional work will result in \$20,000 in additional lodestar for my firm. The rates
22 charged by my firm are in line with the prevailing rates of attorneys in the local legal community for
23 similar work and, if this were a commercial matter, these are the charges that would be made and
24 presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate
25 2% increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix
26 is attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
27 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018,
28 District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear
reasonable and 'in line with those prevailing in the [relevant]

community’—the Central District of California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which will be even less by the completion of the settlement. This is comparable to the multipliers approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

Litigation Expenses

13. As part of the Agreement at paragraph 3.2.2, that Class Counsel may seek a “Class Counsel Litigation Expenses Payment of not more than \$50,000.” Class Counsel requests reimbursement for incurred litigation expenses and costs in the amount of \$26,603.60 based upon counsel’s billing records which evidence total combined expenses of \$26,603.60.⁵ My firm has incurred expenses of \$20,840.74 on this matter based upon our billing records. These litigation expenses include the expenses

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

1 incurred for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service
2 charges (OneLegal, Knox, CaseAnywhere), all of which are costs normally billed to and paid by the
3 client. The details of the litigation expenses incurred by my firm in this matter are set forth in Exhibit
4 #3. These costs were reasonably incurred in the prosecution of the Action.

5
6 Service Award

7 14. For their service as the class representatives, Plaintiffs should be awarded the service
8 award of \$7,500 each in accordance with the Agreement for their time, risk and effort expended on behalf
9 of the Class as the class representatives. (Agreement at ¶ 3.2.2.) Defendant has agreed to this payment
10 and there have been no objections to the requested service award. The Plaintiffs' declarations in support
11 of this request are attached hereto as Exhibits #5, #6, #7, and #8. As the sole representatives of the
12 Class, Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked
13 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
14 searching for documents, working with counsel, and reviewing the settlement documentation. As set
15 forth in the Agreement, Plaintiffs are also providing a comprehensive release as part of the Settlement,
16 far beyond the class release. The Plaintiffs' declarations detail the involvement, stress and risks he
17 undertook as a result of this Action. Plaintiffs also assumed the serious risk that they might possibly be
18 liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other
19 future employers for having filed a class action on behalf of employees. Without the Plaintiffs'
20 participation, cooperation and information, no other employees would be receiving any benefit. The
21 payment of service awards to successful class representatives is appropriate and the amount of \$7,500
22 is well within the currently awarded range for similar settlements. The requested award is also
23 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
24 and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS
25 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
26 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019)
27 (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168
28 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health*

1 *Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of
2 six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
3 173698 (approving \$10,000 service award where class member recovery was \$375); *Ontiveros v.*
4 *Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff
5 brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist.
6 LEXIS 8476 at *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class
7 action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior
8 Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV
9 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*
10 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
11 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.
12 BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker*
13 *v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding
14 \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*,
15 Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service
16 award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
17 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
18 Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*
19 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
20 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
21 BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill*
22 *v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
23 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
24 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
25 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
26 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
27 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
28 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.

1 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
2 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
3 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
4 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
5 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
6 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
7 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
8 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
9 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
10 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
11 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
12 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
13 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.
14 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG*
15 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,
16 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,
17 BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award);
18 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018)
19 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District
20 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

21 15. The requested service award is also reasonable in light of the reputational risk that
22 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
23 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
24 searchable on the internet and may become known to prospective employers when evaluating" him for
25 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
26 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
27 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
28 exists that allows employers to run extensive background searches on potential employees. Companies

1 who provide these services specifically highlight the fact that their services allows employers to weed
2 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of
3 whether a prospective employee is likely to sue" the employer, through background checks and other
4 means, to screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has
5 become a necessity in today's litigious society." Back Track Screening also represents: "In today's
6 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."⁷
7 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
8 extremely competitive and highly litigious, conducting pre employment background checks has become
9 a necessity."⁸

10 16. As a result, Class Counsel respectfully requests approval of the application for award of
11 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
12 expenses in the amount of \$26,603.60, and approval of the requested service award to the Plaintiffs.

13 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
14 The Class Counsel Fees Payment awarded shall be allocated 41.25% to Blumenthal Nordrehaug
15 Bhowmik De Blouw LLP, 13.75% to Gomez Trial Attorneys APLC, 15% to Blanchard, Krasner &
16 French, 15% to Law Office of David A. Huch, and 15% to Matcha Law.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct. Executed this 25th day of February, 2026, at San Diego, California.

19 /s/ Norman Blumenthal
20 NORMAN B. BLUMENTHAL
21
22
23
24

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

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

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

EXHIBIT #1

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FIRM RESUME

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

Admitted: 1999, California

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

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

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

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

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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

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

Admitted: 2011, California

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

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Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

REPORTED CASES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo (“Plaintiffs”); and defendant AT&T Mobility Services LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Edgardo Marquina et al. v. AT&T Mobility Services LLC* pending before the Superior Court of the State of California, County of Los Angeles (the “Court”), Case Number 23STCV24512.
- 1.2. “Administrator” means Atticus Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means Class Members who are or previously were employed by AT&T Mobility Services LLC in California during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by AT&T Mobility Services LLC in California and classified as non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Piya Mukherjee, and Charlotte James of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and John Gomez at The Gomez Law Firm (“GOMEZ”) (collectively “Marquina Counsel”); David C. Hawkes of Blanchard, Krasner & French; David A. Huch of the Law Office of David A. Huch; and Stephen Matcha of Matcha Law (“Louka Counsel”).
- 1.7. “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.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address,

Social Security number, and data sufficient to calculate the number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “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).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court-approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from September 21, 2022, through either (a) 90 days from the date this Agreement is fully executed, or (b) the date of preliminary approval, whichever occurs first.
- 1.13. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representatives Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means named Defendant AT&T Mobility Services, LLC.
- 1.17. “Defense Counsel” means Raymond W. Bertrand and James P. de Haan of Paul Hastings LLP.
- 1.18. “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.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means **\$1,837,500.00** (One million, eight hundred and thirty-seven thousand, five hundred dollars and zero cents); which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraphs 3.1 (employer payroll taxes), 8 (escalator clause) and 9 (blow-up provision) below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment, and the Administrator’s Expenses.
- 1.22. “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.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “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.
- 1.28. “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.
- 1.29. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

- 1.30. “PAGA Period” means the period from September 21, 2022, through either (a) 90 days from the date this Agreement is fully executed, or (b) the date of preliminary approval, whichever occurs first.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.32. “PAGA Notices” mean (a) Plaintiff Edgardo Marquina’s August 18, 2023, letter submitted to Defendant and the LWDA; and (b) Plaintiff Marvin Louka’s November 3, 2023, letter submitted to Defendant and the LWDA—both of which provided notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiffs” means Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo, the named Plaintiffs in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” means: Defendant and any of Defendant’s present and former parents, subsidiaries, successors, and affiliated companies or entities, and their respective directors, employees, officers, partners, shareholders, owners, members, agents, attorneys, insurers, and assigns.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means 30 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. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. “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. On October 9, 2023, former plaintiff Jalen Gilbert and current Plaintiff Edgardo Marquina commenced their action against Defendant. On June 14, 2024, Gilbert and Marquina filed a First Amended Complaint, which named Marvin Louka as a third plaintiff. On May 14, 2025, Gilbert dismissed his claims against Defendant without prejudice. On May 14, 2025, Marquina and Louka filed a Second Amended Complaint, which named Ulises Uribe and Julian Domingo as additional plaintiffs. The Second Amended Complaint is the operative complaint in the Action (“Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs Marquina and Louka gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.3. On March 18, 2025, the Parties participated in an all-day mediation presided over by Lynne Frank of Frank & Feder, which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, documents and testimony. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 8 and 9 below, Defendant promises to pay **\$1,837,500.00** (One million, eight hundred and thirty-seven thousand, five hundred dollars and zero cents) and no more as the Gross Settlement Amount. Defendant also promises to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. 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 further payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: Class Representatives Service Payment to each Class Representative of not more than \$15,000 per Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for a Class Representatives Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

Each Plaintiff agrees provide the Administrator with a fully executed current IRS Form W-9 and, if currently living in California, a fully executed current California Form 590-Withholding Exemption Certificate within 3 court days of Final Approval. Each Plaintiff's name on the IRS Form W-9 and California Form 590-Withholding Exemption Certificate must match their name in this Agreement for the Administrator to process the Class Representative Service Payment. The Administrator will then pay the Class Representatives Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one third of the Gross Settlement, which is currently estimated to be \$612,500.00 (Six hundred and twelve thousand, five hundred dollars and zero cents), split 41.25% to BNBD and 13.75% to GOMEZ and 45% to Louka Counsel, and a Class Counsel Litigation Expenses Payment of not

more than \$50,000. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. The Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$35,000 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 \$35,000, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for 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. The settlement payments made to Participating Class Members under this settlement, and any other payments made pursuant to this settlement agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not

limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this settlement will not affect any rights, contributions, or amounts to which any Participating Class Members may be entitled under any benefit plans.

3.2.4.2 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.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 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.

3.2.5.3 Single Check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Class Payment and Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks/Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 5,300 Class Members who collectively worked a total of nearly 350,000 Workweeks from the start of the Class Period to the date the Parties signed this Agreement.

Based on a review of its records to date, Defendant also estimates that there were approximately 5,300 Aggrieved Employees who worked approximately 175,000 Pay Periods from the start of the PAGA Period to the date the Parties signed this Agreement.

- 4.2. Class Data. Not later than 60 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 work 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. Within 3 days of the Effective Date of this Agreement, the Settlement Administrator will provide Defendant with wire transfer information. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 20 days after the Administrator provides its wire transfer information and the amount of employer's share of payroll taxes.
- 4.4 Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment may be electronically transferred or wired to Class Counsel. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA 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 Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the 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 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, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 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 (including by paying any employer payroll taxes as allocated in Paragraph 3.2.4.1) and Judgment is final, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1. **Plaintiffs' Releases.** In consideration of their respective Service Payments, Class Member Payments, and the other terms and conditions of the Settlement, Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo hereby release any and all of their known and unknown claims against Defendant, and any of Defendant's present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, owners, members, partners, shareholders and agents, and any other

successors, assigns and legal representatives and its related persons and entities (“Plaintiffs’ Releases”). Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo understand and agree that this release includes a good-faith compromise of disputed wage claims.

5.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiffs’ Releases, each Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 5.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties of any and all claims that occurred during the Class Period that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the Class Period; including claims that occurred during the Class Period for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief for violations of the California Labor Code, California Industrial Welfare Commission Wage Orders, California Business and Professions Code § 17200, *et seq.*, and all applicable local and municipal laws for the following categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee’s regular rate of pay for missed meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) all claims for alleged violations of California’s Paid Sick Leave and Kin Care laws, including any claims Defendant improperly calculates the rate of pay for paid sick leave; (d) all claims for the alleged omission of any kind of remuneration when calculating, and/or the miscalculation of, an employee’s regular rate of pay; (e) all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; (f) all claims for the alleged failure to pay vested vacation upon termination of employment; and (g) any and all claims for recordkeeping or pay stub violations, claims for timely payment of wages and associated penalties, and all other civil and statutory penalties. The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

Except as set forth in Section 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.

- 5.3 Release of PAGA Claims. In consideration of the PAGA Settlement Amount, Plaintiffs Marquina and Louka—on behalf of the State of California, the LWDA, and the Aggrieved Employees—release and discharge the Released Parties of any and all claims for civil penalties that occurred during the PAGA Period that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA Period.

All Participating and Non-Participating Class Members are therefore deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil penalties that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA Period.

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

- 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 7 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2. Plaintiffs’ Responsibilities.

- 6.2.1 Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of Class Action and PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve,

competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, as well as its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2.2 Pursuant to the PAGA, Plaintiffs will also submit a copy of this Agreement, to the LWDA on the same day they file the Motion for Preliminary Approval. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA, and will request the Court to adjudicate the validity of the PAGA Notice in the Motion for Final Approval of the Settlement and bar any claim to void or avoid the Settlement under PAGA.

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

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

by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. 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 change to the Agreement within the meaning of this paragraph.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Atticus Administration to serve as the Administrator and verified that, as a condition of appointment, Atticus Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The 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. Notices to Class Members.
 - 7.4.1 No later than ten (10) 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 Notices 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 3 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 The deadlines for Class Members' written objections; challenges to Workweeks and/or Pay Periods; and Requests for Exclusion will be extended an additional 14 days beyond the 30 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

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 30 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member 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 5.2 and 5.3 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 belong to the State of California and are thus 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 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculations. Each Class Member shall have 30 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may mount these challenges by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

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 30 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to 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 provide 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 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. In the event of such a dispute, Defendant will have the right to review Defendant’s payroll and personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and Defendant, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable.
- 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 Calculations Prior to Disbursing Funds. Within 7 days after the Effective Date, the Settlement Administrator will provide Class Counsel and Defense Counsel with the following information for each Class Member: (a) whether the Class Member opted-out or objected to the Settlement; (b) the number of Workweeks used to calculate the Individual Class Payment; (c) the number of Pay Periods use to calculate the Individual PAGA Payment; (d) the amount of the Individual Class Payment, if any; and (e) the amount of the Individual PAGA Payment.
- 7.8.7 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.

- 7.8.8 Tax Obligations. The Settlement Administrator will (1) within 3 days of Preliminary Approval, provide Defendant with the Administrator's current IRS Form W-9 and California Form 590 Withholding Exemption Certificate; and (2) within 5 days of Final Approval, provide Defendant an invoice on the Administrator's letterhead, addressed to Rebecca Jensen (2260 E. Imperial Hwy, 3rd Floor, El Segundo, CA 90245), itemizing both the Gross Settlement Amount and the Employer's share of all payroll taxes associated with the payments to Participating Class Members and Aggrieved Employees (as applicable).

The Settlement Administrator (and not Defendant) will remit all federal and state taxes owed by Defendant and will issue W2s and 1099s on all funds distributed.

8. **CLASS SIZE ESTIMATES & ESCALATOR CLAUSE.** Based on a review of its records to date, Defendant estimates there are (1) approximately 5,300 Class Members who collectively worked a total of nearly 350,000 Workweeks from the start of the Class Period to the date the Parties signed this Agreement; and (2) approximately 5,300 Aggrieved Employees who worked approximately 175,000 Pay Periods from the start of the PAGA Period to the date the Parties signed this Agreement.

If the number of workweeks increases by more than 10% (or 385,000 workweeks) during the Class Period, then the Settlement Amount will be increased on a pro-rata basis for any workweek added above the 10% increase. For example, if the number is 11% higher, the Settlement Amount will be increased by 1%. Alternatively, if the workweeks exceed 385,000, Defendant shall have the option to have the release applicable to the Class Period and PAGA Period expire as of that point in time and not incur any additional amounts.

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

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will—subject to Defendant's review and

approval—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. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. 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 change to the Agreement within the meaning of this paragraph.
- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5. 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.

11. 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.

12. ADDITIONAL PROVISIONS.

- 12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does 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 the 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).
- 12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with

third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 12.3 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.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 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.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To	BLUMENTHAL NORDREHAUG	BLANCHARD, KRASNER &
Plaintiffs:	BHOWMIK DE BLOUW LLP	FRENCH
	c/o Norman B. Blumenthal	c/o David C. Hawkes

Kyle R. Nodrehaug
Aparajit Bhowmik
Nicholas J. De Blouw
Piya Mukherjee
Charlotte James
2255 Calle Clara
La Jolla, CA 92037

E-Mail:
norm@bamlawca.com
kyle@bamlawca.com
aj@bamlawca.com
nick@bamlawca.com
piya@bamlawca.com
charlotte@bamlawca.com

800 Silverado St., 2nd Floor
La Jolla, CA 92037

E-Mail:
dhawkes@bkflaw.com

LAW OFFICE OF DAVID A. HUCH
c/o David A. Huch
12223 Highland Ave, Ste. 106-574
Rancho Cucamonga, CA 91739

E-Mail:
david.a.huch@gmail.com

MATCHA LAW
c/o Stephen Matcha
13223 Black Mountain Rd., #233
San Diego, CA 92129

E-Mail:
steve@matchalaw.com

To
Defendant: **PAUL HASTINGS LLP**
c/o Raymond W. Bertrand
James P. de Haan
4655 Executive Drive, Suite 350
San Diego, CA 92121

E-Mail:
raymondbertrand@paulhastings.com
jamesdehaan@paulhastings.com

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement. Moreover, DocuSign, facsimile and scanned copies of signatures shall be accepted as valid and binding. Any electronic signatures shall be applied through DocuSign, and any signatory who opts to sign this Agreement

electronically shall provide the DocuSign certificate for their electronic signature(s) to the other Parties.

12.19 Severability. If any provision of this Agreement is unenforceable, for any reason, the remaining provisions will nevertheless be of full force and effect, subject to the limitations set out in Paragraphs 6.4, 8, 9, and 10.2 regarding the effect of disapproval, termination, modification or cancellation by the Court of any material term or condition of this Agreement.

12.20 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.

PLAINTIFF EDGARDO MARQUINA

Signature:  _____ Date: 05/16/2025
Edgardo Marquina (May 16, 2025 16:09 PDT)

PLAINTIFF MARVIN LOUKA

Signature: _____ Date: _____

PLAINTIFF ULISES URIBE

Signature: Ulises Uribe _____ Date: 05/16/2025
Ulises Uribe (May 16, 2025 15:57 PDT)

PLAINTIFF JULIAN DOMINGO

Signature:  _____ Date: 05/23/2025
Julian Domingo (May 23, 2025 17:26 PDT)

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 68687)

Kyle R. Nordrehaug (SBN 205975)

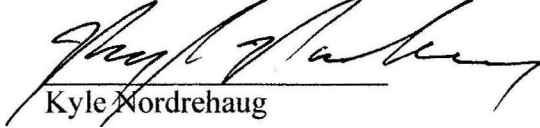
Aparajit Bhowmik (SBN 248066)

Nicholas J. De Blouw (SBN 280922)

Piya Mukherjee (SBN 274217)

Charlotte James (SBN 308441)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature:  _____ Date: 6/3/25
Kyle Nordrehaug

BLANCHARD, KRASNER & FRENCH

David C. Hawkes (SBN 224241)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: _____

Date: _____

LAW OFFICE OF DAVID A. HUCH

David A. Huch (SBN 222892)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: _____

Date: _____

MATCHA LAW

Stephen Matcha (SBN 249176)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

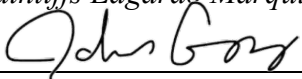
Signature: _____

Date: _____

THE GOMEZ LAW FIRM

John Gomez (SBN 171485)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature:  _____

Date: 06/02/2025

DEFENDANT AT&T MOBILITY SERVICES LLC

Print Name: _____

Date: _____

Title: _____

Signature: _____

PAUL HASTINGS LLP

Raymond W. Bertrand (SBN 220771)

James P. de Haan (SBN 322912)

Attorneys for Defendant AT&T Mobility Services, LLC.

Signature: _____

Date: _____

electronically shall provide the DocuSign certificate for their electronic signature(s) to the other Parties.

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PLAINTIFF EDGARDO MARQUINA

Signature: _____

Date: _____

PLAINTIFF MARVIN LOUKA

Signature:  _____

Date: 05 / 19 / 2025

PLAINTIFF ULISES URIBE

Signature: _____

Date: _____

PLAINTIFF JULIAN DOMINGO

Signature: _____

Date: _____

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 68687)

Kyle R. Nodrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

Nicholas J. De Blouw (SBN 280922)

Piya Mukherjee (SBN 274217)

Charlotte James (SBN 308441)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: _____

Date: _____

BLANCHARD, KRASNER & FRENCH

David C. Hawkes (SBN 224241)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: David Hawkes

Date: 05 / 20 / 2025

LAW OFFICE OF DAVID A. HUCH

David A. Huch (SBN 222892)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: David A. Huch

Date: 05 / 20 / 2025

MATCHA LAW

Stephen Matcha (SBN 249176)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: Sam

Date: 05 / 19 / 2025

THE GOMEZ LAW FIRM

John Gomez (SBN 171485)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: _____

Date: _____

DEFENDANT AT&T MOBILITY SERVICES LLC

Print Name: Rebecca Jensen

Date: 6/5/25

Title: AVP Sr. Legal Counsel

Signature: [Signature]

PAUL HASTINGS LLP

Raymond W. Bertrand (SBN 220771)

James P. de Haan (SBN 322912)

Attorneys for Defendant AT&T Mobility Services, LLC.

Signature: RWB

Date: 6/5/25

BLANCHARD, KRASNER & FRENCH

David C. Hawkes (SBN 224241)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: David Hawkes

Date: 05 / 20 / 2025

LAW OFFICE OF DAVID A. HUCH

David A. Huch (SBN 222892)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: David A. Huch

Date: 05 / 20 / 2025

MATCHA LAW

Stephen Matcha (SBN 249176)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: SM

Date: 05 / 19 / 2025

THE GOMEZ LAW FIRM

John Gomez (SBN 171485)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: _____

Date: _____

DEFENDANT AT&T MOBILITY SERVICES LLC

Print Name: _____

Date: _____

Title: _____

Signature: _____

PAUL HASTINGS LLP

Raymond W. Bertrand (SBN 220771)

James P. de Haan (SBN 322912)

Attorneys for Defendant AT&T Mobility Services, LLC.

Signature: _____

Date: _____

EXHIBIT A

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

Jalen Gilbert et al. v. AT&T Mobility Services LLC, Case No. 23STCV24512

***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 AT&T Mobility Services LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Defendant’s former and current employees Jalen Gilbert, Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo (“Plaintiffs”) and seeks payment of (1) back wages, unreimbursed business expenses, penalties, and other relief for a class of non-exempt employees who worked for Defendant in California during the Class Period (September 21, 2022, to September 3, 2025) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendant in California during the PAGA Period (September 21, 2022 to September 3, 2025) (“Aggrieved Employees”).

Defendant and Plaintiffs have entered into a Class Action and PAGA Settlement Agreement (“Class Action and PAGA Settlement Agreement”). The proposed Class Action and PAGA Settlement Agreement 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 \$ [INSERT AMOUNT] (less withholding) and your Individual PAGA Payment is estimated to be \$ [INSERT AMOUNT]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant’s records showing that **you worked [INSERT AMOUNT] Workweeks** during the Class Period and **you worked [INSERT AMOUNT] Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks or Pay Periods, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Class Action and PAGA 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 Class Action and PAGA Settlement and how much of the Class Action and PAGA 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 Class Action and

PAGA Settlement and requires Class Members, Aggrieved Employees, and the State of California 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 Class Action and PAGA Settlement.

Option 1 Do Nothing. You don't have to do anything to participate in the proposed Class Action and PAGA Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert any claims covered by this Class Action and PAGA Settlement, which are identified in **Sections 3.9–3.10** of this Notice ("Released Claims").

Option 2 Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue those Class Period wage claims identified in **Section 3.9** of this Notice against Defendant. If you are an Aggrieved Employee, you will also remain eligible for an Individual PAGA Payment, as you cannot opt-out of the PAGA portion of the proposed Class Action and PAGA Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Class Action and PAGA 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 Released Claims.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [INSERT DATE]	If you don't want to fully participate in the proposed Class Action and PAGA 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 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Class Action and PAGA Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue those claims identified in Section 3.10 of this Notice.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [INSERT DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class Action and PAGA Settlement. The Court’s decision whether to finally approve the Class Action and PAGA 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, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [INSERT DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [INSERT DATE]. 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 Class Action and PAGA Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [INSERT DATE]	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 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 [INSERT DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former employees of Defendant. The Action’s allegations include, but are not limited to, claims that Defendant violated California labor laws by failing to (1) pay for minimum wages for all hours worked; (3) pay overtime wages; (3) provide legally compliant meal periods, or compensation in lieu thereof; (4) provide legally compliant rest periods, or compensation in lieu thereof; (5) furnish written, accurate, itemized wage statements; (6) reimburse necessary business expenses; (7) provide wages when due; and (8) pay sick pay wages. Based on the same claims, Plaintiffs have also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”) and California’s Unfair Competition Law (Business & Professions Code §§ 17200, et seq.). Plaintiffs are represented by the following attorneys in the Action (“Class Counsel.”):

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP	BLANCHARD, KRASNER & FRENCH David C. Hawkes
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Norman B. Blumenthal norm@bamlawca.com Kyle R. Nordrehaug kyle@bamlawca.com 2255 Calle Clara La Jolla, CA 92037 Phone: (858) 551-1223	dhawkes@bkflaw.com 800 Silverado St., 2nd Floor La Jolla, CA 92037 Phone: (858) 551-2440
LAW OFFICE OF DAVID A. HUCH David A. Huch david.a.huch@gmail.com 12223 Highland Ave, Ste. 106-574 Rancho Cucamonga, CA 91739 Phone: (909) 463-6363	MATCHA LAW Stephen Matcha steve@matchalaw.com 13223 Black Mountain Rd., #233 San Diego, CA 92129 Phone: (619) 565-3865

Defendant strongly denies these claims and contends it complied with all applicable laws.

2. 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 (settled 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 Class Action and PAGA Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Class Action and PAGA 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 Class Action and PAGA 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) Class Action and PAGA Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Class Action and PAGA Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant has agreed to pay \$1,837,500.00 (One million, eight hundred and thirty-seven thousand, five hundred dollars and zero cents); as the Gross Settlement Amount (“Gross Settlement”), which it will deposit into an account controlled by the Administrator of the Class Action and PAGA Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA

Payments, Class Representative Service Payments, 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 not more than 23 days after the Court grants Final Approval and the Judgment is final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Class Action and PAGA 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 additional deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$612,500.00 (Six hundred and twelve thousand, five hundred dollars and zero cents) (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$50,000.00 (Fifty thousand dollars and zero cents) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$15,000 to each Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$35,000 to the Administrator for services administering the Class Action and PAGA Settlement.
- D. Up to \$100,000 for PAGA Penalties, allocated 75% (\$75,000) to the LWDA PAGA Payment and 25% (\$25,000) in Individual PAGA Payments 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 from the Gross Settlement Amount 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 eligible Class Period Workweeks and PAGA Period Pay Periods.
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 it owes 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 Class Action and PAGA Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Class Action and PAGA 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 deposited with the California Controller's Unclaimed Property Fund in your name.

If the money represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 **[INSERT DATE]**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **[INSERT DATE]** Response Deadline. The Request for Exclusion should be a letter from a Class Member setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Class Settlement portion of the Class Action and PAGA Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue those Class Period claims identified in **Section 3.9** of this Notice against Defendant.

You cannot opt-out of the PAGA portion of the Class Action and PAGA 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 (if any) 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 Class Action and PAGA 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 Class Action and PAGA Settlement will be void: Defendant will not

pay any additional money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company Atticus Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods; mail and re- mail settlement checks and tax forms; and perform other tasks necessary to administer the Class Action and PAGA Settlement. The Administrator’s contact information is contained in **Section 9** of this Notice.
9. Participating Class Members’ Release. After Defendant has fully funded the Gross Settlement (including by paying any employer payroll taxes as allocated in **Section 3.4** above) and Judgment is final, Participating Class Members will be legally barred from asserting any of the claims released under the Class Action and PAGA 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 and any of Defendant’s present and former parents, subsidiaries, successors, and affiliated companies or entities, and their respective directors, employees, officers, partners, shareholders, owners, agents, attorneys, insurers, and assigns (collectively, “Released Parties”) for the claims covered 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 of any and all claims that occurred during the Class Period that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the Class Period; including claims occurred during the Class Period for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief for violations of the California Labor Code, California Industrial Welfare Commission Wage Orders, California Business and Professions Code § 17200, *et seq.*, and all applicable local and municipal laws for the following categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee’s regular rate of pay for missed meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) all claims for alleged violations of California’s Paid Sick Leave and Kin Care laws, including any claims Defendant improperly calculates the rate of pay for paid sick leave; (d) all claims for the alleged omission of any kind of remuneration when calculating, and/or the miscalculation of, an employee’s regular rate of

pay; (e) all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; (f) all claims for the alleged failure to pay vested vacation upon termination of employment; and (g) any and all claims for recordkeeping or pay stub violations, claims for timely payment of wages and associated penalties, and all other civil and statutory penalties. The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

10. Aggrieved Employees' PAGA Release. After Defendant has fully funded the Gross Settlement (including by paying any employer payroll taxes as allocated in **Section 3.4** above) and Judgment is final, the State of California—and, by extension, all Aggrieved Employees, whether or not they exclude themselves from the Class Action and PAGA Settlement—will be barred from asserting PAGA claims against Defendant. 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 any other Released Parties (as defined above) based on the PAGA Period facts alleged in the Action and resolved by this Class Action and PAGA Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

In consideration of the PAGA Settlement Amount, Plaintiffs Gilbert, Marquina, and Louka—on behalf of the State of California, the LWDA, and the Aggrieved Employees—release and discharge the Released Parties of any and all claims for civil penalties that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA Period.

All Participating and Non-Participating Class Members are therefore deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil penalties that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
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 [INSERT 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 9** 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.

5. 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 9 of this Notice has the Administrator's contact information.

6. 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 Class Settlement portion of the Class Action and PAGA Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Jalen Gilbert et al. v. AT&T Mobility Services*

LLC, 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 [INSERT DATE], or it will be invalid. **Section 9** of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Action and PAGA Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Class Action and PAGA Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [INSERT URL] or the Court's website <https://www.lacourt.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Class Action and PAGA Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is [INSERT DATE]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Jalen Gilbert et al. v. AT&T Mobility Services LLC*, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [INSERT DATE] at [INSERT TIME] in Department 14 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Class Action and PAGA Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually

via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [[INSERT URL](#)] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Class Action and PAGA Settlement. The easiest way to read the Agreement, the Judgment or any other Class Action and PAGA Settlement documents is to go to the Administrator's website at [[INSERT URL](#)] where these documents will be posted as they become available. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 23STCV24512. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

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

Class Counsel:

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Kyle R. Nodrehaug
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BLANCHARD, KRASNER & FRENCH

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Phone: (858) 551-2440

LAW OFFICE OF DAVID A. HUCH

David A. Huch
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Phone: (909) 463-6363

MATCHA LAW

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#233
San Diego, CA 92129
Phone: (619) 565-3865

Settlement

Administrator:

ATTICUS ADMINISTRATION

P.O. Box 64053
Saint Paul, MN 55164
Phone: [[INSERT](#)]
Fax: [[INSERT](#)]

E-Mail: [INSERT]
Settlement Website: [INSERT]

10. 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 should consult the California Controller's Unclaimed Property Fund (https://www.sco.ca.gov/upd_msg.html) for instructions on how to retrieve the funds.

11. 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.

1 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 Piya Mukherjee (SBN 274217)

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4 2255 Calle Clara

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5 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

6 Attorneys for Plaintiffs

7 PAUL HASTINGS LLP

8 Raymond W. Bertrand (SBN 220771)

9 James P. De Haan (SBN 322912)

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10 San Diego, CA 92121

Telephone: (858) 458-3000

11 Facsimile: (858) 458-3101

12 Attorneys for Defendant

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15
16 JALEN GILBERT, EDGARDO MARQUINA,)
and MARVIN LOUKA, individuals, on behalf)
17 of themselves and on behalf of all persons)
similarly situated,)

18 Plaintiffs,)

19 vs.)

20 AT&T MOBILITY SERVICES LLC., a)
21 Limited Liability Company; and DOES 1)
through 50, inclusive,)

22 Defendants.)
23

Case No. 23STCV24512

**JOINT STIPULATION REGARDING
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Judge: Hon. Timothy Patrick Dillon

Dept: 15

Complaint Filed: October 9, 2023

Trial Date: Not Set

1 **IT IS HEREBY STIPULATED** by and between Plaintiffs Edgardo Marquina, Marvin
2 Louka, Ulises Uribe, and Julian Domingo (“Plaintiffs”) and Defendant AT&T Mobility Services
3 LLC (“Defendant”) (collectively, the “Parties”), through their undersigned counsel of record, as
4 follows:

5 **WHEREAS**, the Parties executed the Class Action and PAGA Settlement Agreement
6 (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of
7 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, and now modify certain
8 issues with respect to the Agreement as requested by the Court.

9 **WHEREAS**, the Parties agree that the Class Period will remain from September 21,
10 2022, through September 3, 2025 as set forth in the Agreement, and Defendant will instead pay
11 the additional amount under the escalator provision in paragraph 8 of the Agreement to increase
12 the Gross Settlement Amount, which additional amount is estimated to be \$78,750.

13 **WHEREAS**, the Response Deadline in paragraph 1.42 of the Agreement will be
14 increased to forty-five (45) days, and the Class Notice will reflect this forty-five (45) day
15 Response Deadline for exclusions, objections and disputes;

16 **WHEREAS**, the Class Representative Service Payments are reduced to not to exceed
17 \$7,500 in paragraph 3.2.1 of the Agreement, and the and the Class Notice will reflect this reduce
18 amount for the Class Representative Service Payments;

19 **WHEREAS**, the Class Notice shall reflect that the Final Approval Hearing will be heard
20 on March 23, 2026 at 10:00 a.m. in Department 15;

21 **WHEREAS**, the above stipulations are reflected in the [*Revised Proposed*] Preliminary
22 Approval Order submitted herewith

23 **NOW, THEREFORE**, it is hereby stipulated and agreed by and between the
24 undersigned parties, through their counsel of record, and subject to the Court’s approval, as
25 follows:

26 1. The Class Period will remain from September 21, 2022, through September 3,
27 2025 as set forth in the Agreement, and Defendant will instead pay the additional amount under
28

1 the escalator provision in paragraph 8 of the Agreement to increase the Gross Settlement
2 Amount, which additional amount is estimated to be \$78,750.

3 2. The Response Deadline in paragraph 1.42 of the Agreement will be increased to
4 forty-five (45) days, and the Class Notice will reflect this forty-five (45) day Response Deadline
5 for exclusions, objections and disputes.

6 3. The Class Representative Service Payments are reduced to not to exceed \$7,500
7 in paragraph 3.2.1 of the Agreement, and the and the Class Notice will reflect this reduce amount
8 for the Class Representative Service Payments.

9 4. The Class Notice shall reflect that the Final Approval Hearing will be heard on
10 March 23, 2026 at 10:00 a.m. in Department 15.

11 5. The [*Revised* Proposed] Preliminary Approval Order, submitted herewith,
12 includes these revisions and may be entered by the Court.

13 **IT IS SO STIPULATED.**

14
15 DATED: November 3, 2025

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

17 By /s/ Kyle Nordrehaug
18 Kyle Nordrehaug

19 Attorneys for Plaintiff

20
21 DATED: November 3, 2025

PAUL HASTINGS LLP

22 By /s/ James de Haan
23 James de Haan

24 Attorneys for Defendant

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 02/25/2026
Due On: 03/27/2026

Jalen Gilbert
639 N Broadway Apt 619
Los Angeles, CA 90012

CA3016

AT&T Mobility Services

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	07/14/2023	Review and analyze original intake notes of Plaintiff Marquina. Legal research regarding related litigation in State and federal court. Research Defendant's business operations in CA. Review previous settlements and overlap of claims. Conference with Plaintiff Marquina regarding status and claims.	2.90	\$850.00	\$2,465.00
NDB	07/17/2023	Review and research individual claims of retaliation and off the clock work tasks of Plaintiff Marquina. Analyze commission pay issue. Legal research regarding the same.	2.10	\$850.00	\$1,785.00
NDB	07/18/2023	Review entire employment file of Plaintiff Marquina. Review and analyze pay stubs for regular rate and 226(a) violations. Legal research regarding the same. Obtain background facts for Complaint.	2.40	\$850.00	\$2,040.00
NDB	07/22/2023	Review and analyze original intake notes of additional rep Jalen Gilbert. Review entire employment file for claims. Analyze all paystubs. Conference with Plaintiff to discuss.	2.60	\$850.00	\$2,210.00
NDB	07/23/2023	Review facts and law. Draft Complaint.	2.50	\$850.00	\$2,125.00
NDB	07/30/2023	Review and research Ferra claims and meal break violations. Discuss with Plaintiff. Status update.	1.90	\$850.00	\$1,615.00

NDB	08/04/2023	Draft complaint. Review and analyze case file.	1.90	\$850.00	\$1,615.00
NDB	08/07/2023	Review and revise complaint per Plaintiffs instructions. Send complaint to two Plaintiffs for review and approval. Follow up to discuss complaint and lawsuit process and to obtain approval.	1.70	\$850.00	\$1,445.00
NDB	08/14/2023	Review complaint and document files of both Plaintiffs. Draft internal case notes memo detailing facts and specific violations.	2.00	\$850.00	\$1,700.00
RE	10/08/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	10/08/2023	Review & analyze employment file documents/ 1198.5 response docs	2.50	\$675.00	\$1,687.50
KN	10/08/2023	Review documents; review research and analysis from ND; analyze facts and claims; review draft of complaint; provide input.	2.50	\$950.00	\$2,375.00
RE	10/09/2023	Review/edit/revise class action complaint; finalize draft for filing	2.80	\$675.00	\$1,890.00
RE	10/09/2023	Draft civil case cover sheet & addendum/ statement of location re class action	0.50	\$675.00	\$337.50
RE	10/09/2023	Review & finalize class action complaint package; file in LA sup. Ct.	0.50	\$675.00	\$337.50
RE	10/09/2023	Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial CMC re class action	0.50	\$675.00	\$337.50
KN	10/10/2023	Review filed complaint; review court notices; review memo from RE	0.40	\$950.00	\$380.00
RE	10/25/2023	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
RE	10/25/2023	Review court-returned docs re PAGA action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
KN	10/28/2023	Review filed PAGA complaint; review court notices; review memo from RE	0.40	\$950.00	\$380.00
RE	12/04/2023	Review file; prep initial documents for service of process; identify reg. agent re class action; send out for service via Knox	0.70	\$675.00	\$472.50
RE	12/04/2023	Review file; prep initial documents for service of process; identify reg. agent re PAGA action; send out for service via Knox	0.70	\$675.00	\$472.50
RE	12/07/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50

NDB	12/09/2023	Review and analyze original intake notes of new Plaintiff Uribe. Review entire employment file for legal claims. Analyze paystubs for wage and hour issues. Review court docket and case file in preparation for conference with Plaintiff.	2.20	\$850.00	\$1,870.00
RE	12/11/2023	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
VR	12/15/2023	telephone conference with Def re PAGA and class case, removal, and related actions; review case file and notes; advise PM; correspondence to Def	1.00	\$750.00	\$750.00
SB	12/27/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
GG	12/28/2023	Review ISC order, serve on agent and file POS.	0.60	\$250.00	\$150.00
PM	01/03/2024	Review Def. answer to class action complaint; correspond with Def. re PAGA action response; review legal and factual claims.	1.00	\$750.00	\$750.00
GG	01/04/2024	Review court orders in PAGA and Class actions inform Piya regarding discovery Stay.	0.20	\$250.00	\$50.00
PM	01/04/2024	Review Def. removal papers and analyze amount in controversy calculation.	0.50	\$750.00	\$375.00
SB	01/04/2024	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
CJ	01/05/2024	Review status of case and claims, determine when discovery shall be served	0.50	\$550.00	\$275.00
PM	01/09/2024	Review status of action and update team re the same; update case sheet.	0.50	\$750.00	\$375.00
KN	01/09/2024	Review status and update from staff; review notice of removal	0.50	\$950.00	\$475.00
GG	01/11/2024	Draft and file Notices of Appearance for Tori and Charlotte.	0.70	\$250.00	\$175.00
PM	01/16/2024	Review reassignment order; review civil orders for new judge and strategize re class cert and discovery.	1.50	\$750.00	\$1,125.00
VR	01/17/2024	Receipt and Review of Correspondence: review correspondence from Def; review removal papers; advise PM	1.50	\$750.00	\$1,125.00
GG	01/17/2024	Draft discovery, set one for Federal class action.	1.90	\$250.00	\$475.00
PM	01/17/2024	Review court orders for federal court class action; review legal and factual claims; strategize re discovery, remand and class certification; review Def. removal papers.	4.00	\$750.00	\$3,000.00
VR	01/19/2024	Review and Analyze: review and analyze def's	1.50	\$750.00	\$1,125.00

		notice of removal; review correspondence between the parties; telephone conference of counsel re Rule 26 and LR 7-3; advise PM			
PM	01/19/2024	Review legal and factual issues; advise VR re the same and discovery; draft stipulation to remand action and proposed order re the same.	1.50	\$750.00	\$1,125.00
GG	01/23/2024	Finalize stipulation and proposed order re remand, file/serve, email courtesy copies.	0.70	\$250.00	\$175.00
PM	01/23/2024	Finalize stipulation to remand action to state court.	0.50	\$750.00	\$375.00
VR	02/06/2024	Review and Analyze: review and analyze court's order re remand; review calendar; advise CJ; review next steps and stipulation	0.50	\$750.00	\$375.00
VR	02/07/2024	Review and Analyze: review and analyze court's orders; review scheduling order; review next steps; advise PM	0.40	\$750.00	\$300.00
PM	02/07/2024	Review complaint for related action and analyze.	0.50	\$750.00	\$375.00
NDB	02/10/2024	Review and analyze related litigation and case overlap. Review and revise JPA. Discuss JPA and case status with three Plaintiffs.	1.50	\$850.00	\$1,275.00
KN	02/10/2024	Review status; review update from staff; review related cases and plan for JPA; provide input.	0.50	\$950.00	\$475.00
GG	02/14/2024	Checked ROA for hearing information for upcoming status conference.	0.10	\$250.00	\$25.00
GG	02/16/2024	First Amended Complaint draft, email to PM.	1.00	\$250.00	\$250.00
PM	03/04/2024	Review correspondences with co-counsel; review and analyze client documents and legal and factual claims.	2.50	\$750.00	\$1,875.00
CJ	03/07/2024	Research CMO, evaluate claims, review prior correspondence with OPC, research status of stip to stay	1.00	\$550.00	\$550.00
CJ	03/07/2024	Draft Joint Report, advise PM, revise and sent to OPC	1.00	\$550.00	\$550.00
CJ	03/08/2024	Draft revised CMC St., evaluate correspondence with OPC, finalize and sent to paralegal for filing	1.00	\$550.00	\$550.00
GG	03/08/2024	File and serve CMC statement in paga action, draft POS.	0.70	\$250.00	\$175.00
CJ	03/14/2024	Prepare for CMC, evaluate ROA, joint report, adn status of case	1.00	\$550.00	\$550.00
CJ	03/14/2024	Appear at CMC. memorialize outcome to firm	1.00	\$550.00	\$550.00

KN	03/16/2024	Review status; review CMC statement and email update regarding CMC	0.30	\$950.00	\$285.00
VR	04/11/2024	Draft: draft joint status conference statement; review correspondence between parties; review complaint and related actions; correspondence to Def	2.70	\$750.00	\$2,025.00
VR	04/12/2024	Review and Revise: review and revise joint statement; finalize; correspondence to counsel	0.70	\$750.00	\$525.00
VR	04/23/2024	Review and Analyze: review and analyze related cases and complaints; correspondence to Def; advise YS	1.00	\$750.00	\$750.00
VR	04/24/2024	Review and Analyze: review and analyze related cases and complaints; correspondence to Def; review amended complaint; advise AJB	1.00	\$750.00	\$750.00
VR	05/09/2024	Review and Revise: review and revise amended complaint; review related case; review correspondence between parties; correspondence to co-counsel	1.40	\$750.00	\$1,050.00
VR	06/20/2024	Receipt and Review of Correspondence: review correspondence between parties; review stipulation re FAC; review related cases; advise YS and ASC	0.60	\$750.00	\$450.00
PM	06/26/2024	Review amended complaint; review docket for PAGA action; strategize re dismissal of PAGA Action; advise team re the same.	1.00	\$750.00	\$750.00
PM	06/27/2024	Review and revise request for dismissal of PAGA action and supporting declaration; review status of scheduling mediation.	0.50	\$750.00	\$375.00
PM	07/01/2024	Finalize request for dismissal of PAGA action.	0.50	\$750.00	\$375.00
NDB	07/20/2024	Review original intake notes of new Plaintiff Domingo. Review paystubs for overtime and meal break claims. Analyze entire employment file for claims. Review case file and status of litigation in preparation of call with Plaintiff.	1.90	\$850.00	\$1,615.00
AR	07/22/2024	Review and outline 1198 documents; update exhibit book.	1.80	\$550.00	\$990.00
AR	07/22/2024	Outline claims; draft summary for mediation data request; update file.	0.80	\$550.00	\$440.00
GG	07/23/2024	Reviewed case file and organized Gilbert and Marquina documents and bates number, and sent to team for review.	1.50	\$250.00	\$375.00
AR	07/23/2024	Review and extract relevant payroll documents from Plaintiff records; update exhibit book; multiple correspondence with GG regarding the	1.50	\$550.00	\$825.00

		same.			
AR	07/23/2024	Review and extract additional defendant documents for mediation; update exhibit book.	1.20	\$550.00	\$660.00
AR	07/23/2024	Draft mediation data request; submit to AB for review.	1.50	\$550.00	\$825.00
AR	07/23/2024	Review file; draft multiple correspondence regarding status of related action and co-counsel involvement.	0.40	\$550.00	\$220.00
AR	07/24/2024	Revise mediation data request pursuant to correspondence with AB; draft follow up correspondence and circulate to Plaintiffs' counsel for comment.	0.60	\$550.00	\$330.00
AR	07/24/2024	Multiple follow up correspondence with co-counsel regarding mediation; review and outline complaint for claims; draft follow up summary.	0.40	\$550.00	\$220.00
AR	07/25/2024	Receive and review revisions to mediation data request from co-counsel; revise, finalize, and serve on opposing counsel.	0.80	\$550.00	\$440.00
ASC	07/25/2024	Receive and review mediation data requests from AR; modify and finalize; draft follow up correspondence regarding the same	0.30	\$450.00	\$135.00
KN	07/25/2024	Review status of case; review amended complaint; review mediation emails and request.	0.40	\$950.00	\$380.00
AR	07/31/2024	Review and outline additional personnel documents; update file.	0.60	\$550.00	\$330.00
CJ	02/06/2025	Prepare for t/c with Plaintiff Gilbert, review file, complaint and claims in preparation for mediation	1.00	\$550.00	\$550.00
CJ	02/06/2025	T/c with Plaintiff Gilbert, annotate from call, evaluate case summary re racial discrim, analyze	1.50	\$550.00	\$825.00
GG	02/11/2025	Reviewed email exchanges re Def's mediation production, accessed link, downloaded, and saved to file.	0.20	\$250.00	\$50.00
CJ	02/12/2025	Prepare for t/c with Plaintiff Marquina, annotate and review Plaintiff documents and claims	1.00	\$550.00	\$550.00
CJ	02/12/2025	T/C with Plaintiff Marquina, annotate case analysis	1.00	\$550.00	\$550.00
CJ	02/13/2025	Prepare for T/c with Plaintiff Uribe	1.00	\$550.00	\$550.00
CJ	02/13/2025	T/C with Plaintiff Uribe, annotate re claims	1.00	\$550.00	\$550.00
CJ	02/13/2025	Continue analysis of Uribe, Gilbert and Marquina's claims and facts in support	1.00	\$550.00	\$550.00

CJ	02/13/2025	Review Defendant's meal and rest policy, closing and opening policy, covid policies, time clock procedures	2.00	\$550.00	\$1,100.00
CJ	02/14/2025	Evaluate correspondence from OPC re prior settlement and begin reviewing releases, advise AJB adn NDB	1.00	\$550.00	\$550.00
NDB	02/15/2025	Review court docket and case file in preparation for mediation. Review and analyze Defendant's wage and hour policy documents. Legal research regarding wage and hour claims. Prepare for mediation.	4.20	\$850.00	\$3,570.00
NDB	02/16/2025	Review and analyze pay stub exemplars for wage statement and 510 claims. Legal research. Review time punch data for meal break violations. Analyze and research class certification issues.	2.90	\$850.00	\$2,465.00
KN	02/16/2025	Review status of case and mediation; review email and research from CJ; review analysis from ND; analyze issues and provide input.	0.75	\$950.00	\$712.50
PM	02/18/2025	Review Def. document production and correspondences.	1.00	\$750.00	\$750.00
CJ	02/18/2025	Continue analysis of Defendant's documents, organize exhibit book and annotate, review status of electronic records	1.50	\$550.00	\$825.00
GG	02/19/2025	Reviewed email re Def's doc production, accessed portal, downloaded, and saved documents.	0.10	\$250.00	\$25.00
GG	02/20/2025	Reviewed email re documents to expert, uploaded wage statements to box, created link and sent to expert.	0.20	\$250.00	\$50.00
GG	02/20/2025	Reviewed email re Def's documents produced, accessed link, downloaded, saved to file, and sent email to team to confirm.	0.30	\$250.00	\$75.00
CJ	02/20/2025	Continue analysis of Plaintiff's wage statements and time records, review strategy from AJB, organize exhibits adn sent to expert, correspond with co counsel and expert	2.00	\$550.00	\$1,100.00
SB	02/21/2025	Speak with client in advance of mediation, analyze claims, and advise AJB	2.60	\$450.00	\$1,170.00
NDB	02/21/2025	Review and research previous settlements with similar claims and workweeks for mediation valuation. Review and calculate individual damages of three Plaintiffs. Analyze and confirm settlement authority.	2.60	\$850.00	\$2,210.00
KN	02/23/2025	Review status; review analysis of documents and issues from CJ and ND; provide input	0.60	\$950.00	\$570.00

CJ	02/24/2025	Evaluate status of pre-mediation production, annotate re same in prep for correspondence to OPC	0.50	\$550.00	\$275.00
CJ	03/04/2025	Evaluate status of expert report, correspond with expert re same, review OPC claims re prior release	1.00	\$550.00	\$550.00
SB	03/04/2025	Speak with client about claims, calculate individual damages, add to case notes, and advise AJB	2.80	\$450.00	\$1,260.00
AB	03/04/2025	Analyze impact of prior settlement on case/claims.	3.00	\$895.00	\$2,685.00
AB	03/07/2025	Review case/analysis/exposure/pleadings/draft mediation brief sections	5.00	\$895.00	\$4,475.00
KN	03/09/2025	Review current draft of mediation brief; advise AJ and CJ; review exhibits book; review status of production for mediation	1.00	\$950.00	\$950.00
CJ	03/10/2025	Research co-counsel's case and claims for purpose of drafting the mediation brief, annotate re same	1.00	\$550.00	\$550.00
CJ	03/10/2025	Draft procedural history of all cases in mediation brief	2.00	\$550.00	\$1,100.00
CJ	03/10/2025	Analyze all facts and issues for all Plaintiffs and incorporate into mediation brief	2.50	\$550.00	\$1,375.00
AB	03/10/2025	Draft mediation brief.	2.00	\$895.00	\$1,790.00
AB	03/11/2025	Finalize and file mediation brief.	7.00	\$895.00	\$6,265.00
KN	03/11/2025	Review and revise mediation brief; provide input on claims and strategy to AJ	1.00	\$950.00	\$950.00
GG	03/14/2025	Reviewed calendar and confirmation of Mediation, confirmed hearing date and time, added entry to events email.	0.10	\$250.00	\$25.00
SB	03/14/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
NDB	03/17/2025	Review and analyze all mediation materials including briefs and exhibits thereto. Review expert damage and penalty report and notes and assumptions. Review case demographics in preparation for mediation.	1.90	\$850.00	\$1,615.00
AB	03/18/2025	Prep and appear for mediation; review/revise long form	10.00	\$895.00	\$8,950.00
SB	03/18/2025	Attend mediation	8.00	\$450.00	\$3,600.00
AB	03/20/2025	Finalize and circulate long form settlement	5.00	\$895.00	\$4,475.00

		agreement.			
AB	03/21/2025	Review/revise/exchange corr re/circulate updated MOU.	4.00	\$895.00	\$3,580.00
KN	03/21/2025	Review status update regarding mediation and results and issues; review current settlement terms; analysis of issues for approval	1.00	\$950.00	\$950.00
NDB	03/24/2025	Review and analyze mediation notes and results. Review and analyze settlement agreement terms and settlements amounts. Send to 4 Plaintiffs. Follow up emails and calls regarding terms and signatures. Update partners.	1.60	\$850.00	\$1,360.00
NDB	03/27/2025	Review and analyze Plaintiff Gilbert's claims and emails regarding settlement agreement and dismissal. Review and respond to Plaintiff's emails. Review and respond to interoffice emails regarding strategy.	0.80	\$850.00	\$680.00
NDB	03/28/2025	Prepare for and attend conference with OPC regarding settlement agreement issues. Review and revise settlement agreement. Send interoffice emails re settlement strategy and dismissal of Plaintiff..	1.00	\$850.00	\$850.00
PM	03/31/2025	Review correspondences with Defendant and check on status of settlement agreement; strategize re the same.	1.00	\$750.00	\$750.00
PM	04/01/2025	Review draft settlement agreement; draft request for dismissal of Gilbert; draft Second Amended complaint; circulate documents to defense counsel.	3.00	\$750.00	\$2,250.00
GG	04/01/2025	Updated POS, finalized, filed, and serve Request for Dismissal re Gilbert in Class action.	0.60	\$250.00	\$150.00
GG	04/04/2025	Organized, combined, and finalized stipulation and proposed order for leave to file SAC.	0.70	\$250.00	\$175.00
GG	04/07/2025	Reviewed notification re filing of stip re SAC, checked ROA for signed order, updated list re status.	0.20	\$250.00	\$50.00
GG	04/21/2025	Checked ROA re status of dismissal and stipulation, called dept. clerk to inquire, and informed PM re status.	0.40	\$250.00	\$100.00
PM	04/21/2025	Review status of settlement agreement and advise VR re the same.	0.25	\$750.00	\$187.50
GG	04/25/2025	Checked ROA re status of stipulation to file SAC	0.20	\$250.00	\$50.00
GG	05/09/2025	Checked ROA re status of dismissal and Stipulation, and sent follow up email to PM.	0.20	\$250.00	\$50.00

GG	05/09/2025	Drafted email with full service list to set up Caseanywhere.	0.40	\$250.00	\$100.00
GG	05/12/2025	Reviewed notification re docs filed, downloaded, saved to file, checked ROA for status of dismissal, circulated confirmation email via court docs.	0.30	\$250.00	\$75.00
KN	05/13/2025	Review current draft settlement agreement; advise PM as to issues	1.00	\$950.00	\$950.00
GG	05/14/2025	Reviewed ROA re status of dismissal, downloaded, saved, and circulated confirmation email.	0.30	\$250.00	\$75.00
GG	05/14/2025	Finalized, filed, served SAC, and saved to file and circulated confirmation of filing.	0.70	\$250.00	\$175.00
PM	05/14/2025	Review and finalize settlement agreement.	1.00	\$750.00	\$750.00
KN	05/14/2025	Review status; review SAC and status thereof; monitor staff compliance and dismissal	0.30	\$950.00	\$285.00
GG	06/02/2025	Reviewed email re status of SAC, downloaded, saved, and circulated conformed copy.	0.20	\$250.00	\$50.00
PM	06/02/2025	Review status of finalization and execution of long form agreement; advise team re the same.	0.25	\$750.00	\$187.50
GG	06/03/2025	Searched LWDA portal for related complaints, uploaded SAC, saved confirmation, and circulated email to court docs.	0.40	\$250.00	\$100.00
PM	06/03/2025	Review and finalize settlement agreement executed by plaintiffs; strategize re next steps.	1.00	\$750.00	\$750.00
VR	06/03/2025	Review and Analyze: review court's orders and docket; review MOU and settlement agreement; advise PM and GG	0.50	\$750.00	\$375.00
PM	06/06/2025	Review final executed agreement; review next steps re preliminary approval motion.	0.50	\$750.00	\$375.00
AR	07/03/2025	Review file for status; multiple correspondence with Plaintiff Uribe regarding the same.	0.30	\$550.00	\$165.00
CJ	07/03/2025	Research and evaluate status of settlement, MOU, settlement agreement and status of reps in case	1.00	\$550.00	\$550.00
CJ	07/03/2025	Draft declarations for 3 reps, continue analysis of claims and service awards, revise and send to reps	2.00	\$550.00	\$1,100.00
CJ	07/03/2025	Draft declarations for 4 reps, continue analysis of claims and service awards, revise and send to reps	2.00	\$550.00	\$1,100.00

CJ	07/07/2025	Finalize declarations ISO MPA, draft correspondence to clients and sent for execution	1.00	\$550.00	\$550.00
KN	07/08/2025	Draft motion for preliminary approval; draft proposed order; analysis of kullar issues; review memo from AJ; circulate draft motion to the Defendant; memo to staff regarding status	5.50	\$950.00	\$5,225.00
GG	07/08/2025	Prepared POS and served 5/23/25 minute order.	0.20	\$250.00	\$50.00
VR	07/08/2025	Review and Analyze: review court's orders and docket; review settlement agreement; draft statement re hearing re sanctions; advise KN and NBB	2.60	\$750.00	\$1,950.00
GG	07/08/2025	Reviewed email from KN re prelim approval, called clerk to obtain possible dates, and informed KN.	0.30	\$250.00	\$75.00
GG	07/08/2025	Updated POS, finalized, filed, and served Notice of Settlement/OSC.	0.40	\$250.00	\$100.00
CJ	07/08/2025	Research OSC Issue and department change, evaluate case anywhere and prior orders	1.00	\$550.00	\$550.00
CJ	07/08/2025	Research class cert deadline and Non-appearance case review, advise VR and KN	1.00	\$550.00	\$550.00
CJ	07/08/2025	Draft redlines to statement, research prior status	0.50	\$550.00	\$275.00
KN	07/08/2025	Review status; review update from staff; plan and advise as to next steps	0.40	\$950.00	\$380.00
GG	07/09/2025	Reviewed email from CJ re service, and updated service list, served notice of settlement via Case Anywhere.	0.20	\$250.00	\$50.00
GG	07/18/2025	Reviewed notice re court order, downloaded, saved, circulated for calendaring.	0.20	\$250.00	\$50.00
VR	07/18/2025	Review and Analyze: review court's orders and docket; review OSC entry; review settlement status; review motion for approval of settlement; advise PM	0.50	\$750.00	\$375.00
GG	07/21/2025	Reviewed ROA and Calendar, re non appearing case review, updated, updated appearances re vacated hearings, circulated confirmation for calendaring.	0.20	\$250.00	\$50.00
CJ	07/23/2025	Research OPC position re rep Domingo Labor Board violation, correspond with Plaintiff re same	0.50	\$550.00	\$275.00
GG	08/18/2025	Reviewed email re scheduling prelim approval hearing, reviewed past order for instructions, called dept clerk and left message.	0.30	\$250.00	\$75.00
GG	08/18/2025	Follow up contact with clerk re date for	0.20	\$250.00	\$50.00

		Preliminary approval, sent email to KN, circulated/ saved confirmation.			
KN	08/18/2025	review and revise motion for preliminary approval; memo to staff; memo to Admin; emails with co- counsel; review co-counsel declarations; revise proposed order	3.00	\$950.00	\$2,850.00
KN	08/18/2025	Begin work on declaration ISO motion	1.00	\$950.00	\$950.00
KN	08/19/2025	Draft declaration; [re]are exhibits; work on Kullar analysis; review and revise declaration for final	3.50	\$950.00	\$3,325.00
KN	08/19/2025	Review and revise motion; finalize motion; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
VR	08/20/2025	Review and Analyze: review motion for preliminary approval; review settlement agreement; review declaration of plaintiffs; correspondence to co-counsel; advise PM and KN	0.50	\$750.00	\$375.00
CJ	09/24/2025	Research posture of case, evaluate status of settlement, correspond with Plaintiff re same	0.50	\$550.00	\$275.00
KN	10/27/2025	Court appearance - motion for preliminary approval; analysis of issues and prepare for hearing; memo to file; emails with Defendant regarding next steps and planned stip	1.00	\$950.00	\$950.00
KN	10/30/2025	Draft stipulation; revise proposed order; revise class notice; email Defendant	1.50	\$950.00	\$1,425.00
KN	10/31/2025	Finalize stipulation and proposed order; file and serve documents	0.75	\$950.00	\$712.50
KN	11/03/2025	Review rejection notice; fix issue; re-file documents	0.50	\$950.00	\$475.00
KN	11/06/2025	Review signed Order; memo to Administrator with documents and instructions; revise class notice; emails to counsel	1.00	\$950.00	\$950.00
AR	11/14/2025	Receive and review administration timeline.	0.30	\$550.00	\$165.00
KN	11/17/2025	Review Admin email; review Def emails; review initial and revised timelines; double-check schedule; respond to Admin	0.50	\$950.00	\$475.00
CJ	12/09/2025	Research and analyze status of settlement, review orders and status of motions, correspond with Plaintiff	0.50	\$550.00	\$275.00
KN	01/05/2026	Review Admin email and Def response; review revised Class Notice; analysis of issues; respond to Admin	0.50	\$950.00	\$475.00
CJ	01/26/2026	Evaluate prior orders, review MPA order, analyze	1.00	\$550.00	\$550.00

		service award issue, correspond with Plaintiff, NDB and PM			
KN	01/29/2026	Review Admin email; review notice report	0.30	\$950.00	\$285.00
KN	02/07/2026	Review Admin email; review notice report	0.30	\$950.00	\$285.00
KN	02/11/2026	Research issues from PM for motion; review documents; provide response; memo to Admin	0.75	\$950.00	\$712.50
PM	02/11/2026	Review case file and prepare motion for final approval; strategize re the same.	4.00	\$750.00	\$3,000.00
PM	02/12/2026	Draft final approval motion.	2.00	\$750.00	\$1,500.00
KN	02/14/2026	Review Admin email; review notice report	0.30	\$950.00	\$285.00
KN	02/18/2026	Review and revise draft motion for final approval; research issue; update chart; email Admin. email Defendant; memo to staff	2.50	\$950.00	\$2,375.00
PM	02/24/2026	Review and revise final approval motion; draft/ review/revise declaration in support of final approval.	2.00	\$750.00	\$1,500.00
KN	02/25/2026	Review co-counsel declarations; memo to both with follow-up issues; update chart with their lodestar	1.00	\$950.00	\$950.00
KN	02/25/2026	Review and revise declaration; finalize billing.	1.00	\$950.00	\$950.00
KN	02/25/2026	Review and revise motion; finalize motion and supporting documents; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00

Quantity Subtotal 259.65

Services Subtotal \$188,072.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	08/18/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	10/09/2023	Onelegal/Court Fees	1.00	\$1,494.99	\$1,494.99
Expense	10/25/2023	Onelegal/Court Fees	1.00	\$1,496.64	\$1,496.64
Expense	12/08/2023	Onelegal/Court Fees	1.00	\$17.66	\$17.66
Expense	12/12/2023	Onelegal/Court Fees	1.00	\$19.22	\$19.22
Expense	12/23/2023	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	12/31/2023	KNOX Filing and Messenger Service	1.00	\$159.85	\$159.85

Expense	12/31/2023	KNOX Filing and Messenger Service	1.00	\$119.55	\$119.55
Expense	03/09/2024	One Legal Filing fee	1.00	\$21.28	\$21.28
Expense	04/13/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.71	\$19.71
Expense	05/15/2024	One Legal	1.00	\$40.30	\$40.30
Expense	05/22/2024	filing via One Legal	1.00	\$15.39	\$15.39
Expense	05/24/2024	filing via One Legal	1.00	\$15.39	\$15.39
Expense	06/12/2024	filing via One Legal	1.00	\$40.30	\$40.30
Expense	06/14/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.71	\$19.71
Expense	07/01/2024	LexisNexis	1.00	\$28.00	\$28.00
Expense	07/02/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$21.28	\$21.28
Expense	07/05/2024	Mediation Fees - Frank and Feder	1.00	\$6,050.00	\$6,050.00
Expense	08/01/2024	LexisNexis	1.00	\$7.00	\$7.00
Expense	08/03/2024	Caseanywhere	1.00	\$174.06	\$174.06
Expense	11/05/2024	Case Anywhere Fee.	1.00	\$147.00	\$147.00
Expense	02/05/2025	Caseanywhere	1.00	\$147.00	\$147.00
Expense	03/05/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	03/20/2025	Berger Consulting Fees	1.00	\$9,472.50	\$9,472.50
Expense	04/02/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$23.44	\$23.44
Expense	04/04/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	04/07/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$45.12	\$45.12
Expense	04/07/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$72.28	\$72.28
Expense	04/30/2025	LexisNexis	1.00	\$5.68	\$5.68
Expense	05/02/2025	Case Anywhere Fee	1.00	\$49.00	\$49.00
Expense	05/14/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$23.44	\$23.44
Expense	06/02/2025	Case Anywhere Fees	1.00	\$61.00	\$61.00
Expense	07/01/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	07/09/2025	One Legal/Court Fees	1.00	\$23.44	\$23.44
Expense	08/07/2025	Case Anywhere Fee	1.00	\$55.00	\$55.00
Expense	08/19/2025	One legal filing charge - motion	1.00	\$93.65	\$93.65
Expense	08/20/2025	One legal charge	1.00	\$87.76	\$87.76

Expense	09/02/2025	Case Anywhere Fees	1.00	\$115.00	\$115.00
Expense	10/01/2025	Case Anywhere Fee	1.00	\$49.00	\$49.00
Expense	11/03/2025	One legal filing charge	1.00	\$17.50	\$17.50
Expense	11/03/2025	One legal filing charge - Stipulation	1.00	\$45.12	\$45.12
Expense	11/03/2025	Case Anywhere Fees	1.00	\$67.00	\$67.00
Expense	01/02/2026	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	02/02/2026	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	02/25/2026	Filing fee - motion for final approval	1.00	\$60.00	\$60.00
Expense	03/02/2026	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expenses Subtotal					\$20,840.74

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	36.0	\$895.00	\$32,220.00
Scott Blumenthal	21.2	\$450.00	\$9,540.00
Nicholas De Blouw	40.6	\$850.00	\$34,510.00
Ricardo Ehmann	10.6	\$675.00	\$7,155.00
Charlotte James	37.5	\$550.00	\$20,625.00
Piya Mukherjee	30.5	\$750.00	\$22,875.00
Kyle Nordrehaug	41.45	\$950.00	\$39,377.50
Victoria Rivapalacio	16.4	\$750.00	\$12,300.00
Andrew Ronan	10.2	\$550.00	\$5,610.00
Gerardo Galaviz	14.9	\$250.00	\$3,725.00
Adolfo Sanchez Contreras	0.3	\$450.00	\$135.00
Quantity Total			259.65
Subtotal			\$208,913.24
Total			\$208,913.24

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	03/27/2026	\$208,913.24	\$0.00	\$208,913.24
Outstanding Balance				\$208,913.24
Total Amount Outstanding				\$208,913.24

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

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

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

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

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

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

EXHIBIT #5

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiffs

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10
11 EDGARDO MARQUINA, MARVIN LOUKA,
12 ULISES URIBE and JULIAN DOMINGO,
13 individuals, on behalf of themselves, and on behalf
14 of all persons similarly situated,

15 Plaintiffs,

16 vs.

17 AT&T MOBILITY SERVICES LLC, a Limited
18 Liability Company; and DOES 1 through 50,
19 inclusive,

20 Defendants.
21
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Case No. 23STCV24512

**DECLARATION OF EDGARDO
MARQUINA IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: TBD

Hearing Time: TBD

Judge: Honorable Kenneth R. Freeman
Dept: 14

Date Filed: October 9, 2023

Trial Date: Not set

1 I, Edgardo Marquina, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked for the Defendant AT&T Mobility Services, LLC
10 ("AT&T" or "Defendant") in California and during that time period I was classified by AT&T as
11 a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Atticus Administration, the settlement administrator. I am not aware of any other pending matter
19 or action asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I often did not receive compliant meal and rest breaks which were late, interrupted or missed
24 entirely. Additionally, I was trained to perform pre-shift and post-shift tasks and therefore, was
25 required to work off the clock at times, both prior to clocking in and after clocking out, but I was
26 not paid any wages for this time I worked for the company. As another example, I received
27

1 non-discretionary compensation from time to time, such as bonuses, but these payments during
2 certain pay periods when I worked overtime were not factored into my regular rate. I was
3 underpaid overtime as a result. I was also required to use my personal home office and home
4 office equipment for company business without reimbursement by AT&T.

5
6 6. I spoke to my attorneys several times and discussed how AT&T implemented its
7 company policies and procedures. I also assisted my attorneys in their investigation into my
8 claims by providing them documents and answering their questions. I reviewed the complaint
9 before it was filed and after it was filed I was given access to an electronic file sharing program
10 that alerted me via email when important documents were filed so that I could review them and
11 keep up with the developments in the case which I understood was one of my duties as a class
12 representative. I would also contact my attorneys from time to time if I had any questions about
13 the case.
14

15 7. Even though this action is in the process of settling, I was and remain prepared to
16 perform all the duties of a class representative. I understand that as a class representative I have
17 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
18 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
19 benefit of the class members and surrender any right to compromise the group action for an
20 individual gain.
21

22 8. I understood that being a plaintiff/class representative in this case meant that I was
23 seeking damages not only for myself but also other current and/or former non-exempt employees
24 working for AT&T in California who make up the class. I felt that these individuals were not
25 aware of their labor law rights and even if they were they would probably be apprehensive about
26 speaking up or even simply because of the time, effort and risk involved in filing a class action
27

lawsuit.

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

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

11. A mediation took place on March 18, 2025 with Lynne Frank, a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to reach an agreement to settle the action. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I closely reviewed the Settlement Agreement, which I signed on May 16, 2025.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings, and spent a significant amount of time on the issues presented during the lawsuit and in the settlement process. I estimate that I spent approximately 30-40 hours working on this case

1 up until this point. I believe I have been diligent and have done what is expected of a named
2 plaintiff and a proposed class representative to date and will continue to do so. I have and always
3 will maintain the best interests of the class members.

4
5 13. My attorneys explained to me that the settlement process involves a two-step review by
6 the Court to determine whether the settlement is fair before approving the settlement. I know
7 this process also involves notifying all class members of the settlement terms and of their rights
8 to make a claim for their settlement share, to opt out of the settlement or to object to the
9 settlement.

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

17
18 15. As part of the settlement it was necessary for me to sign a general release of all claims I
19 may have against AT&T. I believe the Class Representative Service Payment I have requested
20 provides me with some compensation for this agreed release.

21
22 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
23 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
24 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
25 general release and in light of the size of the settlement, I believe the request for \$15,000 as a
26 Class Representative service payment is fair and reasonable.

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

3 Executed on 07/07/2025, at Vista, Ca.
4 (city, state)

5
6 
Edgardo Marquina (Jul 7, 2025 14:40 PDT)
7 Edgardo Marquina

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
Piya Mukherjee (SBN 274217)
Victoria B. Rivapalacio (SBN 275115)
Charlotte E. James (SBN 308441)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiffs

[ADDITIONAL COUNSEL ON THE FOLLOWING PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

EDGARDO MARQUINA, MARVIN
LOUKA, ULISES URIBE and JULIAN
DOMINGO, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

AT&T MOBILITY SERVICES LLC,
a Limited Liability Company; and DOES
1 through 50, inclusive,

Defendants.

Case No. 23STCV24512

**DECLARATION OF MARVIN LOUKA
IN SUPPORT OF UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AWARD OF
ATTORNEYS' FEES, LITIGATION
COSTS AND SERVICE AWARDS**

Hearing Date: March 23, 2026
Hearing Time: 10:00 a.m.

Judge: Hon. Timothy Patrick Dillon
Dept.: 15

Complaint Filed: October 9, 2023
Trial Date: Not Set

BLANCHARD, KRASNER & FRENCH
DAVID C. HAWKES; SBN: 224241
dhawkes@bkflaw.com
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Telephone: (858) 551-2440
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LAW OFFICE OF DAVID A. HUCH
DAVID A. HUCH; SBN: 222892
david.a.huch@gmail.com
12223 Highland Ave., Ste. 106-574
Rancho Cucamonga, CA 91739
Telephone: (909) 463-6363
Facsimile: (909) 614-7008

Attorneys for Plaintiffs

I, Marvin Louka, declare as follows:

1. I am one of the named Plaintiffs in Los Angeles County Superior Court Case No. 23STCV24512. The following facts are known to me of my own personal knowledge and circumstances in the above-entitled matter as they relate to this Declaration, and if called upon, I could and would testify competently thereto.

2. I was employed by Defendant AT&T MOBILITY SERVICES LLC ("Defendant" or "AT&T") at two retail locations in Orange County, California, Huntington Beach and City of Orange, as a Retail Sales Consultant from January 2022 to January 2025. During my employment with AT&T, I was classified as a non-exempt employee, paid on an hourly basis and received additional compensation from Defendant in the form of sales commissions and non-discretionary bonuses.

3. I initially filed a class and PAGA representative action in the Southern District of California on November 2, 2023, Case No. 3:23-CV-02031-RSH-MSB, *Marvin Louka v. AT&T Mobility Services LLC, et al.* Pursuant to stipulation with Defendant, I voluntarily dismissed the S.D. Cal. action on March 5, 2024 and was added as a named plaintiff in the present action, *Marquina v. AT&T Mobility Services LLC*, in Los Angeles County Superior Court, Case No. 23STCV24512, in which I seek to represent a class of current and former non-exempt employees who were employed at AT&T retail locations throughout California by my former employer, Defendant, during the applicable time period.

4. I decided to pursue this class action lawsuit and be a plaintiff/class representative in order to protect and enforce the rights of myself and fellow co-workers. While working at AT&T, I frequently complained about not being paid for all time worked, including during store opening and closing procedures. On numerous occasions, I discussed these issues with my attorneys and shared detailed information and documents regarding Defendant's policies and practices.

5. I agree to adequately and fairly represent the proposed class in this action.

1 6. I agree to fairly protect the interests of the members of the class; and have no
2 interests antagonistic to the members of the class, and will vigorously pursue this suit via my
3 retained attorneys, Blanchard, Krasner & French, the Law Office of David A. Huch and Matcha
4 Law, who I believe are competent, skilled and experienced in litigating matters of this type.

5 7. I also seek to represent the State of California, Labor & Workforce Development
6 Agency ("LWDA") and Defendant's aggrieved employees, as that term is define by the Labor
7 Code Private Attorneys General Act of 2004; Cal. Labor Code § 2698 *et seq.* ("PAGA").

8 8. I have participated in discovery throughout the course of the present action, and
9 have agreed to submit to my deposition being taken, which has not occurred as a result of the
10 proposed settlement. Throughout the discovery and pre-mediation phases in this action, I shared
11 documents and relevant information with my counsel; reviewed the pleadings and numerous
12 document requests, interrogatories and requests for admission served by Defendant; and
13 frequently communicated with my counsel. I intend to continue to participate in the discovery
14 process until the present action is resolved.

15 9. I have been kept apprised of the status of the present litigation by my counsel,
16 including receiving frequent updates from Blanchard, Krasner & French, the Law Office of David
17 A. Huch and Matcha Law, regarding key developments and important dates and schedules
18 pertaining to the litigation.

19 10. While I understand that it is possible that the Court may approve the requested
20 service award for the significant time, effort, and risk I incurred in acting as a Class and PAGA
21 Representative, I have in no way been promised any compensation for serving as a proposed Class
22 and PAGA Representative.

23 11. With the assistance of my counsel, I have informed myself and will continue to
24 remain informed as to the status of this lawsuit for purposes of working with and directing counsel
25 and otherwise properly representing the other members of the Class and other aggrieved
26 employees.

1 12. I have been actively involved in, and vigorously and diligently prosecuted, this
2 case as a class action and PAGA action since filing my original lawsuit in the Southern District
3 of California during November 2023, and I am fully willing and intend to continue to do so until
4 the case is resolved. I estimate that I have spent approximately 38.5 hours of my time prosecuting
5 this case over the past 27 months. Specifically, I have engaged in the following activities to
6 properly discharge my duties as a Class and PAGA representative:

7 13. I participated in a multitude of meetings and conferences and email exchanges
8 with my attorneys while this case was pending (approximately 9.25 hours);

9 14. Prior to joining the case, I teleconferenced with my attorneys numerous times
10 and searched for and gathered all documentation relating to the claims, reviewed the draft
11 complaint and first amended complaint, and otherwise assisted in investigating the claims
12 (approximately 7.5 hours);

13 15. Spent time participating in informal and formal discovery and initial disclosures
14 (including responding to information and document requests and assisting my attorneys in
15 analyzing the voluminous information produced by Defendants) (approximately 4.5 hours);

16 16. Participated in a full-day mediation on March 18, 2025 and had related
17 communications with my attorneys before and after the mediation (approximately 10 hours);

18 17. After negotiations were successful and a settlement was reached, I carefully
19 reviewed the settlement agreement and related documents and participated in discussions with
20 my attorneys to ensure the settlement was fair, adequate, and reasonable (approximately 3.25
21 hours);

22 18. Other miscellaneous time assisting my counsel to properly prosecute the class
23 and PAGA claims on behalf of the Class and aggrieved employees (approximately 2.5 hours);
24 and

25 19. Discussions with my attorneys and assistance in preparation of this declaration in
26 support of the final approval and attorneys' fees/costs/service award requests (approximately 1.5
27 hours).

20. When I filed this lawsuit, I believed that Defendant's unlawful practices would continue, and the entire Class would continue to be mistreated in violation of California law, unless I served as a representative to remedy the violations that have been alleged in this class action.

21. I believe I undertook moderate risk to myself and my career by suing my former employer. I believe the notoriety of this lawsuit may have a negative impact on my ability to obtain employment in the future.

22. I also believe I undertook *significant risk* of being held liable for Defendant's attorneys' fees and/or litigation costs if I was unsuccessful in this case. Despite these risks, I chose to file this class action on behalf of my fellow co-workers.

23. I am informed and believe that the Settlement received a very positive reaction from Class Members in that there were no requests for exclusion and no objections. Thus, but for my service as class representative and my willingness to take on the significant risk to my career and future earnings, none of the class members in this case would have received anything and the violations would have possibly continued. Due to my prosecution of this case, the class members will now receive a substantial amount of money in unpaid wages.

24. Since the Class Notice was mailed, I have received no negative reactions or comments from any members of the Class.

25. I am fully aware of the settlement terms and have discussed them thoroughly with my counsel. I provided my input and approval during the settlement process and finalization and execution of the settlement agreement. I believe the settlement is fair and reasonable and that my efforts contributed substantially to the significant recovery and benefits obtained on behalf of the Class.

///

///

///

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.
3

4 Executed this 23rd day of February 2026, at Anaheim, california.
5 [city] [state]

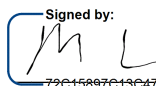
6 Signed by:
7 
8 72C15897C13C47A...
9 Marvin Louka
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EXHIBIT #7

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

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4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiffs

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **COUNTY OF LOS ANGELES**

9
10
11 EDGARDO MARQUINA, MARVIN LOUKA,
12 ULISES URIBE and JULIAN DOMINGO,
13 individuals, on behalf of themselves, and on behalf
14 of all persons similarly situated,

15 Plaintiffs,

16 vs.

17 AT&T MOBILITY SERVICES LLC, a Limited
18 Liability Company; and DOES 1 through 50,
19 inclusive,

20 Defendants.
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Case No. 23STCV24512

**DECLARATION OF ULISES URIBE
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: TBD

Hearing Time: TBD

Judge: Honorable Kenneth R. Freeman
Dept: 14

Date Filed: October 9, 2023

Trial Date: Not set

1 I, Ulises Uribe, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked for the Defendant AT&T Mobility Services, LLC
10 ("AT&T" or "Defendant") in California and during that time period I was classified by AT&T as
11 a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Atticus Administration, the settlement administrator. I am not aware of any other pending matter
19 or action asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I often did not receive compliant meal and rest breaks which were late, interrupted or missed
24 entirely. Additionally, I was trained to perform pre-shift and post-shift tasks and therefore, was
25 required to work off the clock at times, both prior to clocking in and after clocking out, but I was
26 not paid any wages for this time I worked for the company. As another example, I received
27

1 non-discretionary compensation from time to time, such as bonuses, but these payments during
2 certain pay periods when I worked overtime were not factored into my regular rate. I was
3 underpaid overtime as a result. I was also required to use my personal home office and home
4 office equipment for company business without reimbursement by AT&T.

5
6 6. I spoke to my attorneys several times and discussed how AT&T implemented its
7 company policies and procedures. I also assisted my attorneys in their investigation into my
8 claims by providing them documents and answering their questions. I reviewed the amended
9 complaint before it was filed and after it was filed, I was given access to an electronic file
10 sharing program that alerted me via email when important documents were filed so that I could
11 review them and keep up with the developments in the case which I understood was one of my
12 duties as a class representative. I would also contact my attorneys from time to time if I had any
13 questions about the case.
14

15 7. Even though this action is in the process of settling, I was and remain prepared to
16 perform all the duties of a class representative. I understand that as a class representative I have
17 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
18 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
19 benefit of the class members and surrender any right to compromise the group action for an
20 individual gain.
21

22 8. I understood that being a plaintiff/class representative in this case meant that I was
23 seeking damages not only for myself but also other current and/or former non-exempt employees
24 working for AT&T in California who make up the class. I felt that these individuals were not
25 aware of their labor law rights and even if they were they would probably be apprehensive about
26 speaking up or even simply because of the time, effort and risk involved in filing a class action
27

lawsuit.

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

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

11. A mediation took place on March 18, 2025 with Lynne Frank, a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to reach an agreement to settle the action. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I closely reviewed the Settlement Agreement, which I signed on May 16, 2025.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings, and spent a significant amount of time on the issues presented during the lawsuit and in the settlement process. I estimate that I spent approximately 20-30 hours working on this case

1 up until this point. I believe I have been diligent and have done what is expected of a named
2 plaintiff and a proposed class representative to date and will continue to do so. I have and always
3 will maintain the best interests of the class members.

4
5 13. My attorneys explained to me that the settlement process involves a two-step review by
6 the Court to determine whether the settlement is fair before approving the settlement. I know
7 this process also involves notifying all class members of the settlement terms and of their rights
8 to make a claim for their settlement share, to opt out of the settlement or to object to the
9 settlement.

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

17
18 15. As part of the settlement it was necessary for me to sign a general release of all claims I
19 may have against AT&T. I believe the Class Representative Service Payment I have requested
20 provides me with some compensation for this agreed release.

21
22 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
23 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
24 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
25 general release and in light of the size of the settlement, I believe the request for \$15,000 as a
26 Class Representative service payment is fair and reasonable.

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

3 Executed on 07/07/2025, at Indio California.
4 (city, state)

5 *Ulises Uribe*
6 Ulises Uribe (Jul 7, 2025 14:50 PDT)

7 Ulises Uribe
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EXHIBIT #8

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiffs

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10
11 EDGARDO MARQUINA, MARVIN LOUKA,
12 ULISES URIBE and JULIAN DOMINGO,
13 individuals, on behalf of themselves, and on behalf
14 of all persons similarly situated,

15 Plaintiffs,

16 vs.

17 AT&T MOBILITY SERVICES LLC, a Limited
18 Liability Company; and DOES 1 through 50,
19 inclusive,

20 Defendants.
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Case No. 23STCV24512

**DECLARATION OF JULIAN
DOMINGO IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: TBD

Hearing Time: TBD

Judge: Honorable Kenneth R. Freeman
Dept: 14

Date Filed: October 9, 2023

Trial Date: Not set

1 I, Julian Domingo, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked for the Defendant AT&T Mobility Services, LLC
10 ("AT&T" or "Defendant") in California and during that time I was classified by AT&T as a non-
11 exempt employee.
12

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

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

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

3 Executed on 07/08/2025, at Vallejo, CA.
4 (city, state)

5 
6 Julian Domingo (Jul 8, 2025 11:53 PDT)
7 Julian Domingo