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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JOHN FUENTES and JASON SADIK, on
behalf of all similarly situated persons and
aggrieved employees,

Plaintiffs,

vs.

SO-CAL DOMINOIDS, INC., a Delaware
corporation; and DOES 1-50,

Defendants.

CASE NO.: 24CU019632C

[Assigned for all Purposes to the Hon. Loren
Freestone, Dept. C-64]

**DECLARATION OF REUBEN D.
NATHAN IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR APPROVAL OF PAGA
SETTLEMENT AND ENTRY OF
JUDGMENT**

Date: January 30, 2026
Time: 10:30 a.m.
Dept: C-64

Hall of Justice
330 West Broadway
San Diego, CA 92101

1 I, REUBEN D. NATHAN, declare as follows:

2 1. I am over the age of eighteen years old and I am mentally competent to attest to the
3 matters set forth in this declaration. I am an attorney at law licensed to practice in the State of
4 California and the District of Columbia, and I am a member of the bar of this Court. I have personal
5 knowledge of the facts set forth in this declaration and, if called as a witness, I could and would
6 testify competently thereto.

7 2. I am the principal attorney at the law firm of Nathan & Associates, APC (“RN”). I
8 am co-counsel of record for Plaintiffs JOHN FUENTES and JASON SADIK (“Plaintiffs”) in this
9 action.

10 3. I am submitting this Declaration in support of Plaintiffs’ Unopposed Motion for
11 Approval of PAGA Settlement and Entry of Judgment.

12 **EDUCATION AND EXPERIENCE**

13 4. I graduated from Western State University School of Law in 1999 after pursuing
14 undergraduate studies in the United Kingdom. I am admitted to practice law before all courts in
15 the State of California.

16 5. I have been practicing law full time for approximately 25 years. My practice has
17 been devoted to complex class action and/or representative action litigation for the past twenty-
18 eight years. Much of this litigation has involved class action and representative action prosecution
19 of wage and hour laws (state and federal), state and federal privacy laws (FCRA, CCPA and
20 CCCRA) and consumer laws.

21 6. I have been named a Super Lawyer from 2014-2022, 2025 and won awards such as
22 Class Action Attorney of the Year. I have represented and continue to represent plaintiffs in
23 various types of class action cases.

24 7. I have served as lead class counsel in several cases and as counsel in PAGA
25 representative actions, including some of the following, which are set forth below:

26 a. *Reid v. Diedrich Coffee, Inc., et al.*, U.S. District Court, Central District
27 of California, Case No. SACV06-888 AG (MLGx);

28 b. *Scerca v. Town & Country, et al.*, U.S. District Court, Central District of

- California, Case No. SACV06-889 AG (MLGx);
- c. *Hilliard v. Ameriquest, et al. and Torok v. Ameriquest, et al.*, U.S. District Court Central District of California, Case No. SACV06-892 JVS (ANx);
- d. *Strich v. Solstice Capital, et al.*, U.S. District Court Central District of California, Case No. CV05-8757 SGL (RNBx);
- e. *The Parking Concepts Wage & Hour Cases*, Los Angeles County Superior Court, Case No. JCCP 4531;
- f. *Griffin et al. v 725 Baker LLC*, Orange County County Superior Court, Case No. 30-2010-00397655-CU-OE-CXC;
- g. *Leon v. Allied Exhaust Systems*, Los Angeles Superior Court, Case No.: BC438653;
- h. *De Los Santos v. Lala's Argentine Grill*, Los Angeles Superior Court, Case No. BC472215;
- i. *Duarte v. Heroes Restaurants, Inc.*, Orange County Superior Court, Case No.: 30-2012-00581304;
- j. *Lopez v. My World Enterprises, Inc.*, Los Angeles Superior Court, Case No. BC506687;
- k. *Taylor v. Loandepot.com, llc.*, Orange County Superior Court, Case No. 30-2013-00648925;
- l. *Soto v. Wild Planet, Inc.*, Northern District of California, Case No. 5:15-cv-05082, resulting in a settlement on behalf of class members;
- m. *Tran v. Paramount Mortgage, LLC*, Orange County Superior Court, Case No. 30-00827323 resulting in a settlement on behalf of class members;
- n. *Morris v. SolarCity Corporation*, Northern District of California,

Case No. 5:15-cv-005107, resulting in a \$15,000,000.00 settlement on behalf of class members;

o. *Santoli v. The Money Source, Inc., et al.*, Orange County Superior Court, Case No. 30-2017-00917450 resulting in a \$1,500,000.00 settlement on behalf of class members;

p. *Lavelle v. Nationstar Mortgage, et al.*, Orange County Superior Court, Case No. 30-2017-00917438 resulting in a \$10,050,000.00 settlement on behalf of class members;

q. *Arnold v. Guaranteed Rate Inc., et al.*, Ventura County Superior Court, Case No. 56-2019-00523081-CU-OE-VT;

r. *Sicairos v. Staffmark Investment, LLC, et al.*, Orange County Superior Court, Case No. 30-2019-01050988, PAGA only action, resulting in a \$1,500,000 settlement on behalf of aggrieved employees, resulting in \$350 per pay period and approximately \$2,000 per aggrieved employee;

s. *Louka v. Nations Direct Mortgage, et al.*, Orange County Superior Court, Case No. 30-2019-01042277-CU-OE-CXC;

t. *Arevalos v. Americor Funding, Inc., et al.*, Orange County Superior Court, Case No. 30-2019-01068606-CU-OE-CX;

u. *Nelson v. Bridgestone Retail Operations, LLC, et al.* San Diego Superior Court, Case No. 37-2020-00035994-CU-OE-CTL, coordinated with *Bridgestone Retail Wage and Hour Cases*, JCCP Action, San Bernardino Superior Court, Case No. JCCP 5054, consolidated with *Strawn v. Bridgestone Retail Operations, LLC, et al.*, Sacramento Superior Court, Case No. 34-2018-00242049;

v. *Jones v. Apple, Inc., et al.*, Merced County Superior Court, Case No. 18CV-0455; PAGA only action;

w. *Sandoval v. Home Depot U.S.A., Inc., et al.*, Alameda County Superior Court, Case No. 22CV015414, PAGA only action; and

x. *Vasquez v. Xpress Global Systems LLC, et al.*, Alameda County Superior Court, Case No. 23CV034375.

INVESTIGATION AND RELEVANT LITIGATION HISTORY

8. On September 27, 2023, Plaintiffs provided written notice to the LWDA and Defendants of the specific provisions of the Labor Codes they contend were violated, and the theories supporting their contentions. On February 4, 2025, Plaintiffs provided amended written notice to the LWDA and Defendants of the additional provisions of the Labor Code they contend were violated, and the theories supporting their contentions. On May 5, 2025, Plaintiffs provided second amended written notice to the LWDA and Defendants of the additional provisions of the Labor Code they contend were violated, and the theories supporting their contentions. The LWDA did not respond to these notices, thus allowing Plaintiffs to initiate the PAGA lawsuit under California Labor Code section 2699.3(a)(2)(A).

9. On October 28, 2024, Plaintiffs filed the Class Action Complaint. On November 1, 2024, Plaintiffs filed the Amendment to Complaint, adding Dominoids, Inc. as a Defendant. On January 15, 2025, Plaintiffs filed and served Defendant So-Cal Dominoids, Inc. with the First Amended Complaint for Penalties for Violation of Labor Code § 2698 et seq. (Private Attorneys General Act of 2004). On February 27, 2025, Defendant Dominoids, Inc. was served with the First Amended Complaint. On March 7, 2025, Defendant So-Cal Dominoids, Inc. filed its Answer to Plaintiffs' First Amended Complaint. On April 2, 2025, Defendant Dominoids, Inc. filed its Answer to Plaintiffs' First Amended Complaint.

10. On May 28, 2025, the Court issued its Order granting the Parties' Stipulation for Leave to file Second Amended Complaint ("Order re SAC"), deeming the SAC and Defendants' respective Answers to Second Amended Complaint filed on May 28, 2025 and further Ordering the Parties to file the proposed SAC and proposed Answers as separate documents on the ROA. Per the Court's Order re SAC, on June 3, 2025, Plaintiffs submitted the SAC for filing as a separate document on the ROA. The Second Amended Complaint for Penalties for Violation of Labor Code § 2698 et seq. (Private Attorneys General Act of 2004), alleges violations of and including without limitation to Labor Code §§ 200, 201-203, 204, 208, 210, 216, 218, 218.5, 218.6, 221-223, 224,

226, 226.2, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.5, 246.5, 248.6, 249, 351, 353, 432, 432.5, 432.7, 510, 512, 551-553, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2800 et seq., 2802, 2804, and 2810.5, Cal. Code Reg., Tit. 8, Section 11050, and all applicable Wage Orders, including Wage Order 5-2001. On June 6, 2025, Defendants filed their respective Answers to Plaintiffs' Second Amended Complaint, per the Court's Order re SAC to file as separate documents on the ROA.

11. On February 5, 2025, the Parties participated in mediation before mediator Doug Leach. The Parties settled the case at mediation after the issuance of a mediator's proposal.

12. Prior to mediation, the parties engaged in and prepared for litigation and were committed to vigorously pursuing their respective claims and defenses. Plaintiffs prepared discovery sets to serve on Defendants, including, Form Interrogatories—General, Form Interrogatories—Employment Law, Special Interrogatories, Requests for Admission, Requests for Production of Documents, and Notices of Deposition of Defendants' PMKs, with document requests. Plaintiffs anticipated serving Defendants with the prepared discovery immediately, but the parties decided to mediate. Defendants provided Plaintiffs with the same information that was requested in its written discovery.

13. The parties exchanged a substantial volume of information and documents to facilitate meaningful settlement discussions including Defendant's production of a sampling of the records that was reviewed by Plaintiffs' experts and attorneys. Specifically, Defendants produced **1.17GB** of data, **71,410** line items, **5.4 MB** data in Excel, **5,161** pages of documents (Plaintiffs' employee files – containing a separate **29.2MB** and **3.2MB** of data) covering a total of 71,294 shifts, which was made a part of a negotiated sampling produced in preparation for mediation and further production of confirmatory documents produced post-mediation, which enabled Plaintiffs to evaluate the strengths and weaknesses of the claims and to prepare for informed negotiations. The data produced were records for multiple years, divided equally between the years (excluding the year 2025).

14. From Plaintiffs' perspective, the evidence weighs in favor of Plaintiffs due to Defendants' violations of the Labor Code alleged in the Second Amended Complaint. Based on

1 their investigation, Plaintiffs were prepared to litigate the case and take the case to trial.
2 Defendants deny Plaintiffs' allegations in their entirety, but overall believe this settlement is in the
3 best interest of Defendants and the aggrieved employees.

4 15. These facts and the continuing risk and expense of further litigation led the parties
5 to pursue mediation. In preparation for the mediation, Defendants provided Plaintiffs with
6 information and data necessary for penalty calculations, including Plaintiffs' employment files,
7 sampling data for the PAGA Settlement Aggrieved Employees, the total number of PAGA
8 Settlement Aggrieved Employees, and the total number of pay periods between January 24, 2022,
9 and January 27, 2025. Using this information, Plaintiffs were able to calculate Defendants' total
10 penalty exposure for the PAGA Period.

11 **THE SETTLEMENT**

12 16. The Settlement Agreement involves the formation of a non-reversionary fund
13 consisting of \$755,000 ("Gross Settlement Fund"). The Gross Settlement Fund will be used to pay
14 the representative awards, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
15 Payment and the Administrator's Expenses Payment. Plaintiffs' incentive awards are requested in
16 the amount of \$7,500 each, for a total of \$15,000.00. Settlement administration costs to Phoenix
17 Settlement Administrators in the amount of \$17,000. Attorney's Fees are requested in the amount
18 of \$251,641.50 and costs in the amount of \$15,000.00. The PAGA Penalties will be distributed
19 from the Net Settlement Amount (remaining funds from the Gross Settlement Amount) as follows:
20 Seventy-five percent (75%) of the Net Settlement Amount (i.e., \$342,268.88) will be distributed
21 to the California Labor & Workforce Development Agency ("LWDA") as required by the PAGA
22 and the remaining twenty-five percent (25%), (i.e., approximately \$114,089.62) will be distributed
23 to all PAGA Settlement Aggrieved Employees on a pro-rata share basis based on the number of
24 pay periods worked by each Settlement Aggrieved Employee. Settlement Agreement §§ 3.2 -
25 3.2.4.2. A true and correct copy of the Parties' Settlement Agreement is marked and attached
26 hereto as "**Exhibit 1.**"

27 17. Within 30 days of the Effective Date, Defendants will deliver the Aggrieved
28 Employee Data to the Administrator. (Settlement Agreement § 4.2)

1 18. Defendant will fund the Settlement Amount within 120 days after the Effective
2 Date. (Settlement Agreement § 4.3.) Within 14 days after Defendants fund the Gross Settlement
3 Amount, the Administrator will mail checks for all Individual PAGA Payments along with a cover
4 letter agreed to by the Parties and approved by the Court (“Cover Letter”), in substantially the
5 same form attached to the Settlement Agreement as Exhibit A, the LWDA PAGA Payment, the
6 Administration Expenses Payment, the representative award, and wire of the PAGA Counsel Fees
7 Payment to Nathan & Associates, APC and the PAGA Counsel Litigation Expenses Payment.
8 (Settlement Agreement § 4.4) The Administrator will issue checks for the Individual PAGA
9 Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid.
10 The face of each check shall prominently state the date (not less than 180 days after the date of
11 mailing) when the check will be voided. The Administrator will cancel all checks not cashed by
12 the void date. Before mailing any checks, the Settlement Administrator must update the recipients’
13 mailing addresses using the National Change of Address Database. (Settlement Agreement §
14 4.4.1) A true and correct copy of the Cover Letter is attached hereto as “**Exhibit 2.**”

15 19. The Administrator must conduct an Aggrieved Employee Address Search for all
16 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
17 Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS
18 forwarding address provided or to an address ascertained through the Aggrieved Employee
19 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
20 Employees whose re- mailed checks are returned as undelivered. The Administrator shall
21 promptly send a replacement check to any Aggrieved Employee whose original check was lost or
22 misplaced, requested by the Aggrieved Employee prior to the void date. (Settlement Agreement
23 § 4.4.2).

24 20. For any Aggrieved Employee, whose Individual PAGA Payment check is uncashed
25 and cancelled after the void date, the Administrator shall transmit the funds represented by such
26 checks to the aggrieved employees who have cashed their checks, on a pro rata basis. (Settlement
27 Agreement § 4.4.3)

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1 are as follows: 1) minimum wage and straight time violations pursuant to Labor Code §§223, 1182,
2 1194, 1194.2, 1197, 1198, 1199, 1998, 1998.5, and 1199. 2, IWC Wage Order 5 Section 5)
3 overtime and double time violations pursuant to Labor Code §§510, 1194, 551, 552, and 553, 3)
4 meal break and rest break violations pursuant to Labor Code §§226.7 and 512, 4) wage statement
5 violations pursuant to Labor Code §§226 and 226.2, 5) unlawful deduction violations pursuant to
6 Labor Code §§221-224, 6) expense reimbursement violations pursuant to Labor Code §§2800, et
7 seq., 2802, and 2804, 7) sick, supplemental sick, family, and protected leave violations pursuant
8 to Labor Code §§227.3, 233, 234, 245, 246, 246.5, 247, 248, 248.2, 248.5, 248.6, 249, 8) tip and
9 gratuity violations pursuant to Labor Code §§351 and 353, 9) vacation and paid time off violations
10 pursuant to Labor Code § 227.3, 9) background and hiring practice violations pursuant to Labor
11 Code §§432, 432.5, and 432.7, 10) employee notice requirement violations pursuant to Labor Code
12 §§ 2751 and 2810.5, 11) penalties pursuant to Labor Code §§201-203, 204, 208, 210, and 256, and
13 12) plaintiff seeks enforcement penalties associated with the related alleged violations. From the
14 alleged Labor Code violations set forth in the SAC, nine (9) of the alleged Labor Code violations
15 are PAGA enforcement only statutes, which include Labor Code §§551-553, 558, 558.1, 210, 216,
16 1024.5, 1174, 1174.5, 1198, and 2810.5, and IWC Wage Order 5 Section 13 and 14. These claims
17 only enforceable by the PAGA statute can be evaluated by applying the maximum exposure of
18 \$100 per pay period when calculating the total exposure analysis, whereas the standalone claims
19 will be evaluated separately.

20 24. In evaluating the overtime claims, non-exempt employees did not receive bonuses
21 as a part of their compensation, only tips. Pursuant to Labor Code section 351 and IWC Wage Order
22 5, tips are not incorporated when determining an employees' regular rate of pay. The entire
23 overtime claim is predicated on off-the-clock work performed in the beginning or at the end of an
24 employees' shift which is also supported by the records and data. Similarly, the minimum wage
25 claim is also predicated on off-the-clock work performed prior to the employee clocking in for work.
26 Based on the interviews of approximately 50 employees including a review of Defendants'
27 timekeeping records, Plaintiffs confirmed that they suffered minimal minimum wage and overtime
28 violations. However, these interviews also revealed that employees stated if they participated in any

1 off-the-clock work, it was very sporadic, they could not identify specific dates/times they worked
2 because it was so infrequent and generally resulted from specific manager/location who was
3 supervising them on a particular shift. The interviews conducted established that on average
4 employees claimed that they may have encountered a minimum wage violation or overtime
5 violation, every other pay period to once a month.

6 25. As to the meal break claim, the records revealed that 4.2% of the sampled group
7 employees had a first meal break violation, whereas 1.1% had a second meal break violation, which
8 equates to a 5% violation rate for both first and second meal breaks according to the randomized
9 sampling. Employees execute meal break waivers during the onboarding process, which was also
10 true for both Plaintiffs. Despite the meal break waivers, Defendants timekeeping system
11 automatically issues a penalty in the form of a meal break premium for any late or missed meal
12 breaks. In other words, Defendants are paying employees meal break premiums even though
13 there are meal break waivers executed by the same employees bringing the violation rate down to
14 a lower percentage.

15 26. Defendants did not have a formal policy to record rest breaks. The records and data
16 also revealed that 48.1% of the sampling had shifts with breaks. Plaintiffs relied on the multiple
17 interviews with aggrieved employees revealed that most employees confirmed that they received
18 most of their rest breaks. In fact, most employees confirmed that their managers informed them
19 to take a rest breaks. Interviews also revealed that employees engaged in these activities on their
20 volition, without the pressure or knowledge of management because employees considered it to
21 be helping their colleagues, who were also their friends. From interviews and the records, Plaintiffs
22 claimed that most employees had a rest break impacted approximately once every month although
23 there were outliers due to specific managers.

24 27. The reimbursement of business expenses claim made pursuant to Labor Code
25 section 2802, et seq. is based on Defendants failure to properly reimburse employees the proper
26 amounts for cell phone usage, fuel, and clothing. Defendants provided reimbursement for cell
27 phone, mileage, and clothing, but Plaintiffs contended the amounts were not proper. Defendants
28 contend that they are properly reimbursing employees. There are some articles of clothing

1 including pants and shirts that Plaintiffs and aggrieved employees were not reimbursed for, but
2 that would constitute 1-3 violations, at best. Ultimately, this is an issue of left for the battle of
3 experts should the case proceed to trial.

4 28. For the wage statement claim, employees confirmed that they received their wage
5 statements while employed with Defendants, which is also supported by the sampling. As
6 formatted, the wage statements appear on their fact to contain the correct fields and information.
7 The wage statement violation rate will increase dramatically with the minimum wage and overtime
8 off-the-clock violations. Otherwise, there will be wage statements violations based on the meal
9 and rest break violations based on the above analysis.

10 29. Sick pay violations according to the sampling data received by Plaintiffs were
11 almost non-existent assuming there were no off-the-clock violations. Off-the clock violations will
12 increase the number of sick pay violations and therefore the rate of violations similar to the wage
13 statement analysis set forth above.

14 30. Defendants contend that they did not commit these violations against aggrieved
15 employees The data produced by Defendants confirms approximately 107,230 pay periods for the
16 approximately 4,302 PAGA Settlement Aggrieved Employees between January 24, 2022, through
17 January 27, 2025.

18 31. Under the PAGA, the realistic range for PAGA penalties range between \$5-100 per
19 pay period. Courts have considerable discretion to reduce the penalty award below the maximum.
20 In *Fleming v. Covidien* (C.D. Cal. 2011) 2011 U.S. Dist. LEXIS 154590, a federal court reduced
21 PAGA penalties from \$2,800,000.00 to \$500,000.00, a reduction of 82.2%, because the court
22 found maximum penalties “unjust.” Some trial courts have awarded no civil penalties, even when
23 Labor Code violations were established. Examples of such reductions include but are not limited
24 to the following:

25 • *Makabi v. Gedalia* (2nd Dist. Ct. of App. Mar. 6, 2016) 2016 Cal.App.Unpub. 1489,
26 *5–7 (no PAGA penalties were awarded by the Los Angeles County Superior Court) (unpublished
27 decision).

28 • *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D.

1 Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

2 • *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801 (E.D. Cal. 2012), where the
3 court approved a total PAGA penalty amount of \$10,000, for as many as 2,055 current and former
4 employees.

5 • *Schiller v. David's Bridal, Inc.*, 2012 WL 217001 (E.D. Cal. 2012), the court
6 approved a PAGA penalty amount of \$10,000 for 3,326 individuals.

7 • *Enombang v. Target*, Case No. RG17853948, on July 24, 2018 for a total amount of
8 \$9,000,000. The dispute involved 90,462 allegedly aggrieved employees and 1,939,006 pay periods
9 in Alameda Superior Court. [\$4.66 per pay period].

10 • *Pickett v. 99 Cents Only Stores*, Case No. BC473038, on August 1, 2017, for a total
11 amount of \$1,290,000. The dispute involved approximately 10,000 allegedly aggrieved employees
12 and approximately 1,592,592.6 pay periods in Los Angeles Superior Court. *Pickett v. 99 Cents Only*
13 *Stores*, Case No. BC473038 [\$.81 per pay period.]

14 • *Carrington v. Starbucks Corp.*, (2018) 30 Cal.App.5th 504, the Court of Appeal
15 affirmed a judgment after trial which provided for a PAGA penalty of \$5 per pay period. In *Doe*
16 *v. Google, et al.*, Case No. CGC-16-556034, the court approved \$15 per aggrieved employee.

17 32. The data and information produced through the sampling reflects that Defendants
18 had various violations rates on the lower end without including any off-the-clock analysis.
19 Therefore, based on applying a maximum exposure analysis for a violation per pay period, Plaintiff
20 believes the maximum total exposure value of the claims is \$10,723,000 based on 107,230 pay
21 periods (x \$100 per violation).

22 33. Based on the low violations rates and the risks associated with litigating an off-the-
23 clock case on behalf of non-exempt employees, Plaintiffs believe the more than \$7 per pay period
24 or 7% of the maximum available (\$100) per pay period is reasonable under the circumstances,
25 including but not limited to the violation rates. The Labor Code violations not dependent on PAGA
26 provide for greater penalties depending upon the violation at issue. For minimum wage and
27 overtime the penalties would be \$100/\$250 for subsequent violations and the penalties for wage
28 statement violations are \$250/\$1000 for subsequent violation. Maximizing the violations

1 assuming they exist, could double the potential exposure although it is unrealistic and not
2 supported by the evidence. Defendants maintained defenses to the off-the-clock minimum wage,
3 overtime and related claims, including supporting testimony. Defendants argued that employees
4 did not work off-the-clock, because they maintain a robust policy and accurate timekeeping system
5 to ensure no off-the-clock work is performed. Additionally, there were no reported complaints
6 made by employees working off-the-clock. Interviews with Plaintiffs' own witnesses confirmed
7 that if any hours we worked off-the-clock, it was specific to a manager/location and not part of a
8 corporate mandate or policy. Defendants claimed that the violation rates were even lower for meal
9 breaks because employees executed meal break waivers which was provided during employees
10 during the onboarding process and if employees chose to work through their rest break, it was
11 voluntary. Interviews with employees coupled with the fact Defendants did not have a policy to
12 record rest breaks also supported Defendants' position. The impact of the settlement serves as a
13 deterrent to Defendants because they are paying a significant amount of money for what they
14 consider to be non-existent or lower-level violation rate. Additionally, this will cause Defendants
15 to tighten their practices even more and ensures that the State's purposes are met by reminding
16 companies that they cannot get away with or justify what they may consider to be a de minimis
17 case. Employees rights and being protected while the State is receiving a significant amount of
18 money through this settlement.

19 34. The settlement fund of \$755,000 for approximately 107,230 pay periods equates to
20 an approximate \$7.04 per pay period. After payment of administration costs of \$17,000, requested
21 attorney's fees (\$251,641.50), total attorney costs (not to exceed \$15,000.00)¹, and service awards
22 (not to exceed \$7,500.00 to each representative/\$15,000.00 total), the proposed settlement
23 provides a Net Settlement Amount of \$456,358.50 with approximately \$342,368.88 allocated to
24 the LWDA and \$114,089.62 to the PAGA Settlement Aggrieved Employees. Based on this
25 Settlement, the PAGA Settlement Aggrieved Employees will receive an average payment of
26 \$26.52 to be mailed to each of the 4,302, PAGA Settlement Aggrieved Employees.

27
28 ¹ Total Attorneys' Costs are \$16,378.51, which maxes out the total allotted per the Settlement Agreement, of which,
\$1,378.51 is unrecoverable.

35. This result is positive and favorable to the State, which will receive approximately \$342,268.88. The PAGA Settlement Aggrieved Employees will receive approximately \$114,089.62, which amounts on average to \$26.52 per aggrieved employee, which is an outstanding result considering the issues in this case.

HOURLY RATE

36. The fee request sought herein is reasonable in light of the contingent nature or the fee, the amount of work performed, the quality of work performed, and most importantly the results/benefits to the aggrieved employees.

37. Fee awards are almost always determined based on current rates, such as the attorney's rate at the time a motion for fees is made rather than the historical rate at the time the work was performed.

38. This Court can appreciate that litigating a high-stakes cases against defendants with deep pockets, represented by a top-notch law firm, dealing with issues that are unsettled is not appealing to most lawyers. Even more challenging is the heightened risk as a result of having to finance that type of litigation, which was not undertaken lightly.

39. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any consumers or employees pay attorney's fees on an hourly basis for such litigation. Thus, in such cases attorneys base their retainer agreements on a contingency fee relationship.

40. This PAGA action case involves California's wage and hour laws. Litigating a wage and hour PAGA action through trial can take years and frequently requires the investment of hundreds of thousands of dollars in costs. This is a very difficult area of law and not within the knowledge of many lawyers as it requires knowledge of the substantive law, representative action procedure and enforcement positions of state and federal agencies. This case involved a novel issue relating to the reimbursement for home office expenses. Representative action work of this type requires specialized learning and the willingness to take large risks. Plaintiffs' counsel used a high level of skill in the difficult questions that arose in this case.

1 41. Based on my knowledge and experience, the hourly rates charged by my firm are
2 within the range of market rates charged by attorneys of equivalent experience, skill, and expertise.
3 These are the same hourly rates that we actually charge to our hourly clients who have retained us
4 for non-contingent matters, and which are actually paid by those clients. I have personal
5 knowledge of the range of hourly rates typically charged by counsel in our field in California and
6 I have weighted the market rates into account and have aligned my rate with that of the market.

7 42. Non-contingent market rates charged by attorneys in California are as follows: (1)
8 by the attorneys' fee applications of counsel of record; (2) by discussing fees with other attorneys;
9 (3) by obtaining declarations regarding prevailing market rates filed by other attorneys seeking
10 fees; and (4) by reviewing attorneys' fee applications and awards in other cases, as well as surveys
11 and articles on attorney's fees in the legal newspapers and treatises. Comparable hourly rates
12 include:

13 i. *Williams v. H&R Block Enterprises, Inc.*, Alameda County Superior Ct. No.

14 RG08366506, Order of Final Approval and Judgment filed November 8, 2012, a
15 wage and hour class action, in which the court found the hourly rates of \$785, \$775,
16 and \$750 reasonable for the more senior class counsel.

17 ii. *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D. Cal. 2012), a civil rights
18 class action brought by pre-trial detainees, in which the court approved a lodestar-
19 based, *inter alia*, on 2011 rates of \$850 and \$825 per hour.

20 iii. *Holloway et. al. v. Best Buy Co., Inc.*, No. 05-5056 PJH (N.D. Cal. 2011) (Order
21 dated November 9, 2011), a class action alleging that Best Buy discriminated against
22 female, African American and Latino employees by denying them promotions and
23 lucrative sales positions, in which the court approved lodestar-based rates of up to
24 \$825 per hour.

25 43. Surveys also justify my firm's hourly rate: Similarly, on February 25, 2011, the
26 Wall Street Journal published an on-line article entitled "Top Billers." That article listed the 2010
27 and/or 2009 hourly rates for more than 125 attorneys, in a variety of practice areas and cases, who
28

1 charged \$1,000 per hour or more. Indeed, the article specifically lists *eleven* (11) Gibson Dunn &
2 Crutcher attorneys billing at \$1,000 per hour or more.

3 44. The Westlaw CourtExpress Legal Billing Reports for May, August, and December
4 2009 show that as far back as 2009, attorneys with as little as 19 years of experience were charging
5 \$800 per hour or more, and that the rates requested here are well within the range of those reported.
6 Again, current rates are significantly higher.

7 45. Representative action cases unlike many others can only properly be litigated one
8 at a time, which required me to forego accepting other cases during the time of this litigation. The
9 requirements of this were significant.

10 46. There is no question that my firm was precluded from taking other cases, and in
11 fact, had to turn away other meritorious fee-generating cases in order to meet the demands of this
12 case.

13 47. My co-counsel and my firm were paid nothing along the way and had to pay
14 expenses for costs. I believe a fee request of one-third (33.33%) of the total settlement amount is
15 reasonable in this case given Plaintiffs' counsel's efforts.

16 48. My hourly rate of \$1,050.00 is supported by other courts issuing my firm similar
17 fee awards.

18 49. My firm's fee application, in any case, before any court of law, has never been
19 denied.

20 50. My firm undertook this representation on a contingent basis recognizing that the
21 risk of non-payment has been high throughout this litigation. I recognized that there were
22 substantial uncertainties in the viability of this case as a class action. A realistic assessment shows
23 that the risks in the resolution of the liability issues, protracted litigation in this action as well as
24 the probable appeals process, are great.

25 51. If this case had not resolved through settlement, I would have vigorously prosecuted
26 the case through summary judgment, trial, and appeal. My firm was therefore at great risk for non-
27 payment.

28 //

1 52. Based on our lodestar, my hourly rate is \$1,050.00. I was the only attorney from
2 my firm that worked on this case. The hours worked by my firm in covering seven categories are
3 outlined in my firm's time chart below. I expended a total of 184.9 hours prosecuting this action,
4 totaling \$194,145.

5 53. Under Ninth Circuit standards, a District Court may award attorneys' fees under
6 either the "percentage-of-the-benefit" method or the "lodestar" method. Fischel v. Equitable Life
7 Assur. Soc'y, 307 F.3d 997, 1006 (9th Cir. 2002); Hanlon v. Chrysler Corp., 150 F.3d 1011, 1029
8 (9th Cir. 1998). Class Counsel's fee request is fair and reasonable under either of these methods.

9 **LITIGATION EFFORTS**

10 54. In the instant case, Defendants strongly denied liability and contended that it had
11 meritorious affirmative defenses on both procedural and substantive grounds.

12 55. The prosecution of this action case involved a significant financial risk because
13 Counsel took this case on a pure contingency basis (meaning no guarantee of ever being paid, if
14 the case is lost), at the same time advancing all litigation costs out of their own pockets, while
15 incurring ongoing costs of paying overhead and salaries of employees who are working on this
16 case.

17 56. In preparing of this fee application, I reviewed the firm's time records, files and
18 emails. Based on my review of these records, I can attest that all of the time set forth was
19 reasonably devoted to pursuing the Plaintiffs' interests and otherwise would have been billed to a
20 fee-paying client. To calculate the lodestar for the time spent on this case, I personally reviewed
21 and summarized the billing records incurred in prosecuting the matter. I eliminated time entries
22 that could be considered duplicative or inefficient. As of the filing of this motion, I have spent
23 **184.9** hours in the prosecution of this lawsuit which was necessary to achieve a successful
24 outcome. My lodestar as of the filing of this motion is **\$194,145**. The time summaries setting forth
25 in detail the categories of work performed, and the amount of non-duplicative time spent on each
26 of the various categories to support the number of hours expended are set forth below.

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Work Categories	Hours
1. Case Investigation and Legal Research; Interview witnesses	18.3
2. Discovery / Communications with Co-Counsel and Defense Counsel	32.5
3. Document/Data Review and Analysis/Communications with Expert	51.4
4. Litigation Strategy, Analysis, Case Management/Mediation	17.7
5. Pleadings / Hearings and Motion Practice (includes legal research and reviewing other case complaints)	27.1
6. Settlement/Preliminary Approval	22.9
7. Final Approval	15
TOTAL TIME	184.9
Hourly Rate	\$1,050.00
LODESTAR	\$194,145.00

57. The amount of time spent on this case is reasonable given the complexity and novelty of the issues involved, the vigorous defense provided by defense counsel, the length and intensity of the litigation, and the results obtained. Since its inception, Plaintiffs faced a phalanx of defenses as outlined in Defendants' Answers. Counsel litigated this action with skill and efficiency reflecting the amount of work required to achieve the settlement. Once the settlement was consummated our work has not stopped. We expect to work closely with the court appointed notice administrator to assure that notice is provided consistent with this Court's orders and due process. We intend to promptly respond to all inquiries and we intend to continue our work until all responsibilities are discharged and all funds are dispersed.

58. I have reviewed the time and cost summaries submitted to the Court in the declaration of Brian Kowalski of Kowalski Employment Law Corp. I attest to the amount of work performed by Mr. Kowalski and his firm as well as the high quality of work and professional standards for Mr. Kowalski and his firm. The work Mr. Kowalski performed was necessary to achieve a successful outcome and was not duplicative of the work performed by my firm.

59. More importantly, not only are the attorney's fees being sought here in line with the market rates, but also approved by Courts in California.

- In *Enombang v. Target*, Alameda County Superior Court Case No. RG17853948, the court approved a settlement of \$9,000,000 for 1,939,006 pay periods, which equates to \$4.66 per pay period and Plaintiff's counsel were awarded 40% of the \$9,000,000 settlement in attorney's fees;
- In *Varela et. al., v. Dolgen California, LLC*, Riverside County Superior Court Case No. RIC1306158, the court approved a fee award of \$3,980,000.00 which equated to 40% of the Settlement Fund based on a lodestar of \$2,783,570.00 times a multiplier of 1.43.

60. Marked and attached hereto as “**Exhibit 4**” are true and correct copies of the Court Orders approving a 40% fee request.

COUNSEL'S COSTS

61. Nathan & Associates, APC incurred **\$10,053.51** in costs. The costs incurred by Kowalski Employment Law Corp as set forth in the Declaration of Brian Kowalski are **\$6,325.00**, the total costs incurred by Plaintiffs' counsel during this litigation is **\$16,378.51**. Plaintiffs' counsel's costs exceed the amount provided in the Settlement Agreement (\$15,000.00) and therefore, are seeking reimbursement for costs pursuant to the Settlement Agreement. A breakdown of the costs incurred by Nathan & Associates, APC in this case is set forth in the chart below.

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NATHAN & ASSOCIATES, APC - COSTS

TOTAL:

\$10,053.51

ITEM:	Cost	ATTORNEY:	CASE:
Case Filing Fee (\$1435.00 less \$500 payment by Brian Kowalski)	\$935.00	RDN	FUENTES
PAGA Filing Fee	\$75.00	RDN	FUENTES
Expert Fees (Briscoe Economics) (@ 50% of \$6,650.00)	\$3,325.00	RDN	FUENTES
Expert Fees (Briscoe Economics)	\$2,776.00	RDN	FUENTES
Mediation Fees	\$2,500.00	RDN	FUENTES
One Legal Fees (Includes Court Technology Fees, Filing Fees, E-Service Fees)	\$202.30	RDN	FUENTES
Paper Fees	\$52.40	RDN	FUENTES
Supplies	\$22.56	RDN	FUENTES
Postage/Courior Fees	\$165.25	RDN	FUENTES

SETTLEMENT ADMINSTRATOR

62. Phoenix Settlement Administrators (“Phoenix”) will serve as the Settlement Administrator and will be responsible for processing the settlement payments and providing notice to the PAGA Settlement Aggrieved Employees. Administrator’s costs in the amount of \$17,000 shall be paid to Phoenix Settlement Administrators.² A true and correct copy of the CV for Phoenix is attached hereto as “**Exhibit 5.**” See also the Declaration of Jarrod Salinas of Phoenix Settlement Administrators filed concurrently herewith.

63. A proposed order confirming review and approval of the PAGA settlement is being filed concurrently herewith.

REPRESENTATIVE AWARDS

64. The Settlement provides for representative awards of \$7,500.00 each to Plaintiffs John Fuentes and Jason Sadik, totaling \$15,000, which is the amount sought in this Motion. The requested representative awards are to compensate Plaintiffs for the time and effort that they

² The Settlement Agreement authorizes up to \$20,000 in administration costs to Phoenix (Settlement Agreement § 3.2.2)

1 expended on behalf of the Aggrieved Employees. The requested representative awards are
2 common and reasonable and should be awarded.

3 65. The requested representative awards in the amount of \$7,500.00 each to Plaintiffs
4 are fair and appropriate because they spent a substantial amount of time and effort producing
5 relevant documents and past employment records, as well as providing the facts and evidence
6 necessary to attempt to prove the allegations including contacting several employees for
7 interviews. Plaintiffs were available whenever I and my co-counsel Brian Kowalski needed them
8 and actively tried to obtain, and gave, information that would benefit the Aggrieved Employees.
9 Plaintiffs spent numerous hours speaking with me and Brian Kowalski about their claims,
10 describing their work experiences with Defendants, gathering and reviewing documents, and being
11 available during mediation. These services and efforts on behalf of the Aggrieved Employees merit
12 the requested representative awards to Plaintiffs, who have not received any compensation for their
13 efforts on behalf of the Aggrieved Employees to date.

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

17 Executed on July 8, 2025 in Newport Beach, California.

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Reuben D. Nathan

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EXHIBIT 1

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs John Fuentes and Jason Sadik (“Plaintiffs”), on behalf of similarly situated aggrieved PAGA members, and Defendants So-Cal Dominoids, Inc. and Dominoids, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” the matter entitled *John Fuentes and Jason Sadik v. So-Cal Dominoids, Inc. et al.*, San Diego County Superior Court Case 24CU019632C, filed on or about October 28, 2024.
- 1.2 “Administrator” means Phoenix Settlement Administrators, 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 approval of this Settlement.
- 1.4 “Aggrieved Employees” consists of all non-exempt employees who are or were employed by Defendants as “Drivers” in the State of California during the PAGA Period (defined below).
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7 “Court” means the Superior Court of California, County of San Diego.
- 1.8 “Defense Counsel” means James C. Fessenden and Keia James Atkinson of Fisher & Phillips LLP.
- 1.9 “Effective Date” means the date by when the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.10 “Gross Settlement Amount” means seven hundred and fifty-five thousand dollars (\$755,00.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay the representative awards, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator’s Expenses Payment. The remaining funds from the Gross Settlement Amount shall be the Net Settlement Amount (Sect. 1.15 below).

- 1.11 “Individual PAGA Payments” mean the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employees each worked during the PAGA Period.
- 1.12 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (a).
- 1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).
- 1.15 “Net Settlement Amount” means the remaining funds from the Gross Settlement Amount, less the representative awards, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator’s Expenses Payment. The following payments will be made from the Net Settlement Amount in the amounts approved by the Court: Individual PAGA Payments and the LWDA PAGA Payment.
- 1.16 “PAGA Counsel” means Reuben D. Nathan of Nathan & Associates, APC, and Brian J. Kowalski of Kowalski Employment Law Corp., the attorneys representing the Plaintiffs in the Action.
- 1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.19 “PAGA Period” means the period from January 24, 2022, through the Effective Date.
- 1.20 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.21 “PAGA Notices” means Plaintiffs’ September 27, 2023, February 4, 2025, and May 5, 2025, letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2698, *et seq.*
- 1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23 “Plaintiffs” means John Fuentes and Jason Sadik, the named plaintiffs in the Action.
- 1.24 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA

Counsel and as described in Paragraph 5 below.

- 1.26 “Released Parties” means Defendants, and each of Defendants’ former and present directors (including but not limited to Ommid Ferdows), officers (including but not limited to Ommid Ferdows), shareholders (including but not limited to Ommid Ferdows), owners, employees, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.
- 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28 “Defendants” means named Defendants So-Cal Dominoids, Inc. and Dominoids, Inc.

2. RECITALS.

- 2.1 On September 27, 2023, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendants and the LWDA by submitting the PAGA Notice.
- 2.2 On October 28, 2024, Plaintiffs commenced this Action by filing a Complaint alleging a claim for civil penalties for violations of the Labor Code (Cal. Lab. Code, § 2698, *et seq.*) (“Initial Complaint”). Specifically, Plaintiffs’ Complaint identified violations of the Labor Code, including, but not limited to Labor Code §§ 201-203, 204, 204.1, 204.2, 205, 205.5, 208, 210, 212, 216, 218, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 233, 234, 245-248.5, 246, 247, 247.5, 351, 353, 432.5, 510, 512, 558, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2698, 2699, 2751, 2800, 2802, *et seq.*, 2810.5, and IWC Wage Order No. 4-2001 and 8 Cal. Code Reg. Section 11040. Defendants deny the allegations in the Initial Complaint, denies any failure to comply with the laws identified in the Initial Complaint, and denies any and all liability for the causes of action alleged.
- 2.3 On January 15, 2025, Plaintiffs amended their Initial Complaint to remove claims alleged on class-wide basis and include a single claim for civil penalties for violations of the Labor Code under PAGA. (“First Amended Complaint”).
- 2.4 On February 4, 2025, Plaintiffs submitted a First Amended Notice of Violations Pursuant to California Labor Code Section 2698, *et seq.* to Defendants and the LWDA (“First Amended PAGA Notice”). In addition to the Labor Code violations alleged in their Initial Complaint, Plaintiffs’ First Amended PAGA Notice alleged violations of Labor Code §§ 221-223 *et seq.*, 226.6, 248.2, 248.6, 256, 432, 432.7, 558.11198.5, 2699.3, 2699.5, 2800, *et seq.*, and 2804; ICRAA-CA Civil Code 1786, *et seq.*; FCRA 15 U.S.C. 1681 *et seq.*; Industrial Wage Order No. 7. Plaintiffs also amended the references to Industrial Wage Order 4-2001 and/or 8 Cal. Code Reg Section 11040 alleged in their Initial Complaint with Industrial Wage Order 5- 2001/8 Cal. Code Reg. Section 11050.
- 2.5 On February 5, 2025, the Parties attended a full day mediation with Douglas Leach; as a result of and following this mediation, the Parties continued negotiations and agreed to resolve this matter for a negotiated sum.

- 2.6 On May 5, 2025, Plaintiffs submitted a Second Amended Notice of Violations Pursuant to California Labor Code Section 2698, *et seq.* to Defendants and the LWDA (“Second Amended PAGA Notice”). In addition to the Labor Code violations alleged in their First Amended PAGA Notice, Plaintiffs’ Second Amended PAGA Notice alleged violations of Labor Code §§ 200, 218, 218.5, 218.6, 224, 226.2, 246.5, 249, 551-553, 1182.12, and 2751.
- 2.7 On May 28, 2025, Plaintiffs filed a Second Amended Complaint for civil penalties pursuant to Labor Code section 2698, *et seq.* alleging violations of all the Labor Code sections claimed in their Second Amended PAGA Notice. (“Operative Complaint”).
- 2.8 The Parties have entered into a separate Confidential Settlement Agreement and Release (the “Individual Settlement Agreement”) regarding Plaintiffs’ individual, non-PAGA claims. In the Individual Settlement Agreement, Plaintiffs provide a general release and expressly waive and relinquish, among other things, the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay seven hundred and fifty-five thousand dollars (\$755,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (33.33%), which is currently estimated to be \$251,666.64, and PAGA Counsel Litigation Expenses Payment not to exceed \$15,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment for less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs’ Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel

Litigation Expenses Payment and hold Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$20,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$20,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3 To the Plaintiffs: A representative award to Plaintiffs Jason Sadik and John Fuentes in an amount not to exceed \$7,500.00 each, except for a showing of good cause and as approved by the Court. The representative award is intended to compensate Plaintiffs John Fuentes and Jason Sadik for their time, effort, initiative and risk incurred on behalf of all Aggrieved Employees and to compensate them for their general release of claims. To the extent the Court approves payment less than \$7,500.00 to each Plaintiff, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount presently estimated as \$ 453,333.36 to be paid from the Net Settlement Amount, with 75% (\$340,000.02) allocated to the LWDA PAGA Payment and 25% (\$113,333.34) allocated to the Individual PAGA Payments.
- 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$113,333.34) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods and Escalator Clause. Based on a review of its records, the Parties estimate there are 107,230 pay periods worked by the Aggrieved Employees during between January 24, 2022 and January 27, 2025. Should the number of pay periods increase by more than 10%, the payout will increase proportionately over the 10% grace (i.e., meaning if the pay periods increase by 11% the settlement will increase by 1%). However, if the escalator clause is triggered, Defendants may alternatively choose to end the PAGA Period on the date that the increase would otherwise be triggered.

- 4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee 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 Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 120 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments along with a cover letter agreed to by the Parties and approved by the Court ("Cover Letter"), in substantially the same form attached hereto as **Exhibit A**, the LWDA PAGA Payment, the Administration Expenses Payment, the representative award, and wire of the PAGA Counsel Fees Payment to Nathan & Associates, APC and the PAGA Counsel Litigation Expenses Payment.
- 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees along with the Cover Letter 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. 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 an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks along with the Cover Letter to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the aggrieved employees who have cashed their checks, on a pro rata basis.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs, the Aggrieved Employees and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

All Aggrieved Employees will be bound by a release of all claims for civil penalties that were alleged or could have been alleged in the Operative Complaint and PAGA Letters under the Labor Code and PAGA (including but not limited to failure to timely pay wages upon separation; failure to timely pay wages during employment; failure to maintain accurate employment records; failure to provide complete and accurate wage statements; failure to pay minimum and overtime wages; failure to provide meal periods and authorize and permit rest breaks; failure to reimburse expenses; failure to provide paid sick days; failure to provide suitable resting facilities; failure to provide suitable seating; unlawful deductions; failure to provide reporting time pay; failure to pay all gratuities; maximum hours of work; failure to pay or provide vested vacation time/paid time off; and unlawful employment contracts) and that arose during the PAGA Period. Without limiting the generality of the foregoing, the Aggrieved Employees' release includes a full release of all claims under Labor Code sections 201-203, 204, 204.1, 204.2, 205, 205.5, 208, 210, 212, 216, 218, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.5, 248.2, 248.6, 256, 432, 432.7, 558, 1198.5, 2699.3, 2699.5, 2800, *et seq.* 246, 247, 247.5, 351, 353, 432.5, 510, 512, 558, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2698, 2699, 2751, 2800, 2802, 2804, *et seq.*, 2810.5, as well as IWC Wage Order No. 4-2001 and 8 Cal. Code Reg. Section 11040.; ICRAA-CA Civil Code 1786, *et seq.*; FCRA 15 U.S.C. 1681 *et seq.*; Industrial Wage Order No. 7; and Industrial Wage Order No. 5 and 8 Cal. Code Reg. Section 11050. Without limiting the generality of the foregoing, the Aggrieved Employees' release includes a full release of any and all claims and theories alleged in any operative complaint and any letter written to the Labor & Workforce Development Agency.

5.2 Release by Plaintiffs

Plaintiffs hereby state and agree that it is Plaintiffs' intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, and attorney's fees and costs herein above released. Excluding Plaintiff Jason Sadik's individual claims (whistleblower, retaliation, and wrongful termination) as alleged in his individual lawsuit entitled *Sadik v. Dominoids*, *et*

al., Case No. 24-CU-019214C, Plaintiffs hereby expressly waive and relinquish all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California which provides:

Section 1542. [Certain Claims Not Affected By General Release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (s)(3)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement

or conditions its approval on any material change to this Agreement, PAGA 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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 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.
- 7.3 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES.

Based on its records, Defendants estimate that there are 4,302 Aggrieved Employees who worked 107,230 Pay Periods between January 24, 2022 and January 27, 2025.

9. 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.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel 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, and extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party 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. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any

of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 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.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be

governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Plaintiffs and PAGA Counsel agree that they have not and will not publish or report the resolution of this case identifying Plaintiffs or Defendants or any related person or entity by name. PAGA Counsel shall not report the resolution of this case in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs, the claims of the Aggrieved Employees, or the resolution of this case on their website which identify Plaintiffs or Defendants by name, and shall not contact any reporters or media regarding the resolution of this case. However, PAGA Counsel is authorized to make disclosure to the Court and the LWDA for the purpose of obtaining approval of the settlement and may discuss the settlement with the Aggrieved Employees and the Administrator. This disclosure is limited to court filings and LWDA submissions and neither Plaintiffs, PAGA Counsel, nor their representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Plaintiffs may disclose the terms of the Settlement with his tax advisor, attorneys, and spouse. PAGA Counsel may disclose the fact of their representation in this matter in their fee applications.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data. That notwithstanding, nothing herein shall require PAGA Counsel to violate any applicable rule of professional conduct concerning retention of client files and / or documents.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection

with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

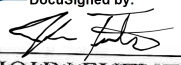
Nathan & Associates, APC
ATTN: Reuben D. Nathan
2901 W. Coast Highway, Suite 200
Newport Beach, CA 92663

To Defendants:

Fisher & Phillips LLP
Attn: James C. Fessenden
4747 Executive Drive, Suite 1000
San Diego, CA 92121

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

10.17 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DocuSigned by:

JOHN FUENTES

6/19/2025

(date)


FOR SO-CAL DOMINIDS, INC.

6-19-25

(date)

DocuSigned by:

JASON SADIK

6/19/2025

(date)


FOR DOMINIDS, INC.

6-19-25

(date)

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *John Fuentes, et al. v. So-Cal Dominoids, Inc., et al.*
Case No. 24CU019632C (San Diego County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled John Fuentes, et al. v. So-Cal Dominoids, Inc., et al., Case No. 24CU019632C (San Diego County Superior Court) (the "Action").

The Action was filed against Defendants So-Cal Dominoids, Inc. and Dominoids, Inc. ("Defendants"). The Action was brought by employees of Defendants on behalf of the State of California and all allegedly "aggrieved employees" of Defendants pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiffs in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendants do not admit that it is liable in any way for any penalties.

The Court has not ruled on the merits of the Action, but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to this lawsuit, but you and the State of California will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is both below and at the top of this letter).

Very Truly Yours,

[Administrator]

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EXHIBIT 2

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *John Fuentes, et al. v. So-Cal Dominoids, Inc., et al.*
Case No. 24CU019632C (San Diego County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

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Very Truly Yours,

[Administrator]

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EXHIBIT 3

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EXHIBIT 4

7/20/2020

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 30 2020

S. Salazar

**THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**

JUAN VARELA and VICTORIA LEE) **CLASS ACTION**
DINGER MAIN, an individual and on behalf)
of all others similarly situated,) **CASE NO. RIC1306158**
)
Plaintiff,) ~~PROPOSED~~ **ORDER GRANTING**
) **PLAINTIFFS' MOTION FOR FINAL**
vs.) **APPROVAL OF SETTLEMENT;**
) **JUDGMENT**
)
) Date: July 27, 2020
DOLGEN CALIFORNIA, LLC, and DOES 1) Time: 8:30 a.m.
through 50, inclusive,) Dept.: 6
) Hon. Sunshine Sykes
Defendants. /

[PROPOSED] FINAL APPROVAL ORDER; JUDGMENT

1 WHEREAS, the above-entitled action is pending before this Court as a certified class action;

2 WHEREAS, on January 8, 2020, the Court entered the Order Granting Plaintiffs' Motion
3 for Preliminary Approval of Class Action Settlement and preliminary approved the Plaintiffs' and
4 Defendant's Amended Stipulation for Settlement of Class and Representative Claims ("Settlement
5 Agreement");

6 WHEREAS, Plaintiffs timely petitioned this Court for an order finally approving the
7 Settlement and for an order granting Plaintiffs' motion for attorneys' fees, reimbursement of
8 litigation costs, class representative enhancements and claims administration costs on April 22,
9 2020;

10 WHEREAS, on July 27, 2020 at 8:30 a.m. in the above-captioned Court, the Hon. Sharon
11 J. Waters presiding, a hearing was held on Plaintiffs' Motion for Final Approval of Class Action
12 Settlement and on Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Litigation Costs, Class
13 Representative Enhancements and Claims Administration Costs, as set forth in the Settlement
14 Agreement.

15 NOW, THEREFORE, GOOD CAUSE APPEARING, THE IT IS HEREBY ORDERED,
16 ADJUDGED AND DECREED THAT:

17 1. This Order incorporates by reference the definitions in the Settlement Agreement
18 preliminary approved by the Court on December 24, 2019 and filed on January 8, 2020, and all
19 terms defined therein shall have the same meaning in this Order.

20 2. This Court has jurisdiction over the subject matter of this litigation and over all
21 Parties to this litigation, including the Plaintiffs, Defendant and the Settlement Class Members.

22 3. Pursuant to the Preliminary Approval Order, the Court-appointed Settlement
23 Administrator, Phoenix Settlement Administrators, mailed the Court-approved NOTICE OF
24 PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING to all
25 known Settlement Class Members by First Class U.S. Mail. The Notice of Settlement fairly and
26 adequately informed Settlement Class Members of the terms of the proposed Settlement and the
27 benefits available to Settlement Class Members. The Notice of Settlement further informed Class
28 Members of the pendency of the Action, of the proposed Settlement, of the Settlement Class

1 Members' right to receive their share of the proceeds from the Net Settlement Fund, of the scope
2 and effect of the Released Claims, of the Court's order preliminarily approving the Settlement
3 Agreement, of exclusion and objection and workweek dispute timing and procedures, of the date
4 of the Final Approval Hearing, and of the right to file documentation in support of or in opposition
5 to the Settlement and/or to appear in connection with the Final Approval Hearing. Settlement Class
6 Members had adequate time to consider this information and to use the procedures identified in
7 the Notice. The Court finds and determines that this notice procedure afforded adequate
8 protections to Settlement Class Members and provides the basis for the Court to make an
9 informed decision regarding final approval of the Settlement based on the responses of Class
10 Members. The Court finds and determines that the Notice provided in the Action was the best notice
11 practicable, which satisfied the requirements of law and due process.

12 4. In response to the Notice, the Court finds that there were no valid objections
13 submitted by Class Members, and that only three individuals requested exclusion from the
14 Settlement out of 5,445 individuals who were sent the Notice.

15 5. The Court finds that the Settlement offers significant monetary recovery to the
16 Settlement Class Members and finds that such recovery is fair, adequate and reasonable when
17 balanced against further litigation related to procedural, liability and damages issues. The Court
18 further finds that extensive investigation, formal and informal discovery, research and litigation
19 have been conducted such that Class Counsel and Defense Counsel are able to reasonably evaluate
20 their respective positions at this time. The Court finds that the proposed Settlement, at this
21 time, will avoid substantial additional costs by all Parties, as well as avoid the risks and delay
22 inherent to further prosecution of the Action. The Court further finds that the Settlement has been
23 reached as the result of non-collusive, arms' length negotiations. Thus, the Court approves the
24 settlement set forth in the Settlement Agreement and finds that the Settlement is, in all respects,
25 fair, adequate and reasonable and directs the Parties to effectuate the Settlement according to its
26 terms.

27 6. For purposes of this Final Approval Order and for this Settlement only, the
28 Court hereby certifies the Class as defined in the Settlement Agreement. Furthermore, the Court

1 hereby confirms the appointment of Plaintiffs Juan Varela and Victoria Lee Dinger Main as the
2 class representatives for the Settlement Class.

3 7. The Court hereby orders the Settlement Administrator to distribute the Individual
4 Settlement Payments to Participating Class Members and to the LWDA in accordance with the
5 provisions of the Settlement Agreement.

6 8. For purposes of this Final Approval Order and this Settlement only, the Court hereby
7 confirms the appointment of Michael C. Righetti and Matthew Righetti of Righetti Glugoski P.C.
8 and Michael Malk of the Malk Law Firm as Class Counsel.

9 9. With regard to Plaintiffs' request for attorneys' fees totaling \$3,980,000.00,
10 Plaintiffs' counsel provided a lodestar of \$2,783,570.00 resulting in a multiplier of approximately
11 1.43. The fee amount requested is 40% of the Gross Settlement Fund. The Court finds that Class
12 Counsel, having conferred a substantial benefit upon the Settlement Class Members and having
13 expended great efforts to secure such benefit over seven years of litigation, is entitled to recover
14 attorneys' fees as well as reimbursement of their litigation expenses. Given the duration of this
15 litigation, the extent of the work performed, the large amount recovered on behalf of the Settlement
16 Class Members, and because the requested 1.43 multiplier falls within a reasonable range, the Court
17 finds the fee request is fair and reasonable. As such, the Court approves Plaintiffs' unopposed
18 request for attorneys' fees of \$3,980,000.00. Furthermore, the Court approves Plaintiffs'
19 unopposed request for reimbursement of their litigation expenses in the amount of \$200,000 finding
20 that such expenses were reasonably incurred in the prosecution of this action, and there were no
21 objections from Defendant or any Settlement Class Members.

22 10. Further, the Court finally approves the Class Representative Enhancement Awards
23 to Plaintiffs in the amount of Twenty Thousand Dollars (\$20,000) for each Plaintiff. The Court
24 finds that both Plaintiffs contributed substantially to the prosecution of this action and took
25 substantial risks on behalf of the Settlement Class Members. The Court hereby orders the
26 Settlement Administrator to distribute the Class Representative Enhancement Awards to the
27 Plaintiffs in accordance with the provisions of the Settlement Agreement.

28 11. For purposes of this Final Approval Order and this Settlement only, the Court hereby

1 confirms the appointment of Phoenix Settlement Administrators as the Settlement Administrator to
2 complete the administration of the Settlement Agreement and further finally approves Settlement
3 Administration Costs as fair and reasonable of \$30,000.00.

4 12. As of the Effective Date, Plaintiffs, Participating Class Members and the LWDA
5 shall be deemed to have released the Released Parties from all Released Claims. As of the Effective
6 Date, Plaintiffs, Settlement Class Members and the LWDA are hereby permanently enjoined and
7 restrained from and against initiating or pursuing any of the Released Claims in the Settlement
8 Agreement.

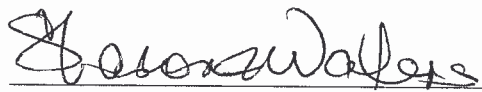
9 13. After Settlement administration has been completed in accordance with the
10 Settlement Agreement, Plaintiffs shall file a report with this Court certifying compliance with the
11 terms of the Settlement. The Court sets a non-appearance compliance hearing for December 10,
12 2020. A declaration(s) regarding disposition of the settlement shall be filed at least five court days
13 prior to the hearing.

14 14. The Court hereby enters final judgment in this action on the merits and with
15 prejudice in accordance with the terms of the Settlement Agreement.

16 15. Without affecting the finality of this Final Approval Order in any way, and pursuant
17 to California Code of Civil Procedure Section 664.6 and California Rules of Court, Rule 3.769(h),
18 the court reserves exclusive and continuing jurisdiction over this Action, the interpretation,
19 implementation and enforcement of the Settlement and all orders and judgments entered in
20 connection therewith.

21 **IT IS SO ORDERED**

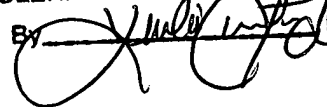
22 DATED: July 28, 2020

23 
24 HONORABLE SHARON J. WATERS
25 JUDGE OF THE SUPERIOR COURT
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FILED
ALAMEDA COUNTY

AUG 0 2 2018

CLERK OF THE SUPERIOR COURT

By  Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA - OAKLAND - RCD COURTHOUSE

VALERIE ENOMBANG, individually and
on behalf of all other similarly situated
aggrieved employees,

Plaintiff,

v.

TARGET CORPORATION, and DOES
1-10, inclusive,

Defendants.

CASE NO. RG17853948

~~[PROPOSED]~~ ORDER GRANTING JOINT
MOTION FOR APPROVAL OF
SETTLEMENT AND JUDGMENT
THEREON; AND AWARDING
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS

Date: July 24, 2018
Time: 3:00 p.m.
Dept: 23
Judge: Hon. Brad Seligman

The hearing on the parties' Joint Motion for Approval of Settlement came for hearing on July 24, 2018, in the Alameda County Superior Court, the Honorable Brad Seligman, presiding. The Court has reviewed the materials submitted by the parties, including the Settlement Agreement ("Settlement") and various motions and supplemental briefs.

During the hearing, the Court expressed concern about Section II(E)(2) of the Settlement, which sets forth a waiver of rights under Civil Code section 1542. The parties have agreed to strike Section II(E)(2) from the Settlement. With that revision, the Court finds the Settlement is entitled to judicial approval and meets all of the requirements for approval under the Labor Code Private Attorneys General Act, including the notice of the Settlement having been properly provided to the California Labor and Workforce Development Agency

1 (“LWDA”). The Court also finds that the LWDA has not objected to, and is deemed to have
2 approved of, the terms of the Settlement. The Court further finds that, although no one other
3 than the LWDA has standing to object to the terms of the Settlement, no other objection to the
4 Settlement has been received by the Court.

5 The Court further finds that executing the seating program set forth in Section
6 II(B)(2)(a-d) of the Settlement, namely notifying each affected employee of the right to request
7 and be provided with a suitable seat or stool, and by actually providing a suitable seat or stool
8 if requested, complies with Section 14 of Wage Order 7-2001.

9 The Court additionally finds that the dismissal of the PAGA cause of action in
10 *Thompson* without prejudice as to non-Cashiers comports with the requirements of PAGA, that
11 because the PAGA cause of action in *Thompson* was brought solely as a representative action
12 under PAGA, and not as a class action, the non-Cashiers have no legally cognizable interest
13 that is impacted by the dismissal of *Thompson*, the non-Cashiers in *Thompson* have no right to
14 notice of the dismissal, and the non-Cashiers in *Thompson* have no standing to object or
15 otherwise challenge the dismissal.

16 Accordingly, the Court hereby orders, adjudges, and decrees as follows:

17 1. The Parties, their Counsel, and the Settlement Administrator shall take all steps
18 necessary to implement and consummate the Settlement according to the terms and provisions,
19 including but not limited to the parties effectuating the dismissals of *Murphy v. Target*
20 *Corporation*, U.S. District Court for the Southern District of California Case No. 09-1436 and
21 *Thompson v. Target Corporation*, U.S. District Court of the Central District of California Case
22 No. 16-0839, pursuant to Section II(D)(2) of the Settlement.

23 2. The Court awards plaintiffs’ counsel attorneys’ fees in the amount of Three
24 Million, Six Hundred Thousand Dollars and No Cents (\$3,600,000.00), plus costs in the
25 amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00). The Court finds the
26 attorney hours, hourly rates, and costs incurred by plaintiffs’ counsel over this nine-year
27 litigation as reflected in their declarations were reasonable, and further that plaintiffs’ counsel
28 are entitled to a multiplier given the novelty of the claims and the contingent nature of the fee.

1 The Court further awards the representative plaintiffs, Valerie Enombang, Danyell Murpy,
2 Candi Perry, and Stacy Thompson, Twenty Thousand Dollars (\$20,000.00) each for the time
3 they spent, and the risk they undertook, in prosecuting these actions on behalf of the State and
4 the aggrieved employees. All of these amounts shall be deducted from the \$9 million
5 settlement fund. Attorneys' fees shall be distributed consistent with the Settlement.

6 3. Without affecting the finality of this Judgment or the Settlement, this Court
7 shall, pursuant to Section II(F)(3) of the Settlement, retain continuing jurisdiction over the
8 parties to this action to ensure effectuation of the Settlement in accordance with the terms of
9 the Settlement and this Judgment.

10 4. To the extent any settlement checks are uncashed by the deadline provided in
11 the Settlement, or in the event there any other undistributed settlement funds, such funds shall
12 be paid to the Equal Access Fund of the Judicial Branch, to be distributed in accordance with
13 Bus. & Prof. Code sections 6216 to 6223.

14 5. Judgment and dismissal is hereby entered as to Plaintiff Valerie Enombang, the
15 LWDA, and all individuals who worked for Defendant in California as a Cashier as that term
16 is defined in the Settlement Agreement at any time from April 14, 2008 through the date of
17 this Order.

18 6. Except as otherwise provided by the Settlement, each side shall bear their own
19 attorneys' fees and costs.

20 **IT IS SO ORDERED.**

21
22
23 DATED: 8/2/10

HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Case Number: RG17853948

Case name: Enombang v. Target Corporation

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of this Order was emailed to the addresses shown on at the bottom of this document.

Dated: August 03, 2018

Jhalisa A. Castaneda

Courtroom Clerk, Dept. 23

James Clapp <jclapp@clapplegal.com>; Marita Lauinger <mlauinger@clapplegal.com>;
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EXHIBIT 5



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

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