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Attorneys for Plaintiff Vivian Huynh and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

VIVIAN HUYNH, individually, and on behalf of
other similarly situated employees and aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

TECHNICAL SAFETY SERVICES, LLC, a
California limited liability company; and DOES 1
through 25, inclusive,

Defendants.

Case No. 23CV053505

Honorable Karin Schwartz
Department 20

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION
COSTS**

Reservation No.: A-53505-001
Date: March 18, 2026
Time: 3:00 p.m.
Dept: 20

Complaint Filed: November 27, 2023
FAC Filed: April 29, 2025
Trial Date: Not Set

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1 6. On May 2, 2025, to effectuate the Settlement Agreement, Plaintiff filed a First
2 Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action, which
3 added putative class claims. The Operative Complaint asserts ten (10) causes of action for alleged
4 violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime
5 wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to
6 provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages
7 during employment, failure to provide accurate wage statements, failure to timely pay wages upon
8 termination, and failure to reimburse necessary business expenses, for violations of California
9 Business & Professions Code Section 17200, *et seq.* based on the aforementioned alleged California
10 Labor Code violations, and for civil penalties under PAGA based on the aforementioned alleged
11 California Labor Code violations.

12 7. On June 27, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action
13 and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On
14 September 18, 2025, the Court entered the Order re: Hearing on Motion for Order Motion for
15 Preliminary Approval of Class and PAGA Settlement (“Preliminary Approval Order”), thereby
16 preliminary approving the terms of the Settlement Agreement, the Notice of Class Action Settlement
17 (“Class Notice”), and the proposed administration procedures and associated deadlines. A true and
18 correct copy of the Preliminary Approval Order is attached hereto as **Exhibit 2**.

19 **Summary of the Terms of the Settlement Agreement**

20 8. By way of the Preliminary Approval Order, the Court certified the following Class for
21 settlement purposes only: “All current and former non-exempt employees who worked for Defendant
22 in California at any time during the Class Period” (“Class” or “Class Member(s)”). The “Class Period”
23 is defined as the period from September 19, 2022 through January 24, 2025. The “Settlement Class”
24 or “Settlement Class Member(s)” consist of all Class Members who do not submit a timely and valid
25 Request for Exclusion. The “PAGA Employee(s)” consist of “all current and former non-exempt
26 employees who worked for Defendant in California at any time during the PAGA Period.” The
27 “PAGA Period” is defined as the period from September 19, 2022 through January 24, 2025.

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1 9. Based on the data provided by Defendant following preliminary approval and for
2 purposes of administration of the Class Notice, I am informed that there are 227 Settlement Class
3 Members who worked 16,448 weeks for Defendant as non-exempt employees in California during the
4 Class Period (“Workweeks”) and 227 PAGA Employees who worked 16,448 Workweeks during the
5 PAGA Period.

6 10. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
7 Complaint for a non-reversionary Gross Settlement Amount of Five Hundred Thousand Dollars and
8 Zero Cents (\$500,000.00), which is exclusive of employer-side payroll taxes. The Gross Settlement
9 Amount includes: (1) Class Counsel’s fees in the amount of one-third (1/3) of the Gross Settlement
10 Amount, equaling One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven
11 Cents (\$166,666.67); (2) Class Counsel’s actual litigation costs and expenses, in the amount of
12 Twenty-Two Thousand Four Hundred One Dollars and Eighty-Six Cents (\$22,401.86); (3) Settlement
13 Administration Costs in the amount of Five Thousand Nine Hundred Ninety Dollars and Zero Cents
14 (\$5,990.00); (4) Enhancement Payment in the amount of Five Thousand Dollars and Zero Cents
15 (\$5,000.00); and (5) PAGA Amount in the amount of Fifty Thousand Dollars and Zero Cents
16 (\$50,000.00). After the above Court-approved amounts are deducted from the Gross Settlement
17 Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately Two
18 Hundred Forty-Nine Thousand Nine Hundred Forty-One Dollars and Forty-Seven Cents
19 (\$249,941.47).

20 11. The Settlement does not require Settlement Class Members to submit claims as a
21 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement
22 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
23 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).
24 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
25 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members
26 during the Class Period and multiplying the result by each Settlement Class Member’s Workweeks
27 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement
28 Administrator by dividing the amount of the PAGA Employees’ 25% share of PAGA Amount

1 (\$12,500.00) by the total number of Workweeks worked by all PAGA Employees during the PAGA
2 Period and multiplying the result by each PAGA Employee's Workweeks worked during the PAGA
3 Period.

4 12. I am aware from my review of the information provided by the Settlement
5 Administrator that the estimated average gross Individual Settlement Share is \$1,085.21, the estimated
6 highest gross Individual Settlement Share is \$1,932.05, and the estimated lowest gross Individual
7 Settlement Share is \$29.95; the estimated average Individual PAGA Payment is \$55.07, the estimated
8 highest Individual PAGA Payment is \$98.04, and the estimated lowest Individual PAGA Payment is
9 \$1.52.

10 13. Each Individual Settlement Share will be allocated as follows: ten percent (10%) wages
11 and ninety (90%) penalties, interest, and non-wage damages. The portion allocated to wages will be
12 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
13 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
14 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
15 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
16 net payment of their Individual Settlement Share ("Individual Settlement Payment"). The employer's
17 share of taxes and contributions in connection with the wages portion of Individual Settlement Shares
18 will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA
19 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS
20 Form 1099 (if applicable) by the Settlement Administrator.

21 14. Each Individual Settlement Payment and Individual PAGA Payment check will be
22 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
23 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be
24 distributed by the Settlement Administrator to Children's Advocacy Institute (the *cy pres* recipient) in
25 accordance with California Civil Procedure Code Section 384.

26 **Notice to the LWDA**

27 15. On May 29, 2025, Class Counsel submitted a copy of the Settlement Agreement to the
28 LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2).

1 The LWDA has not objected or otherwise responded to the submission.

2 **The Settlement Is Fair and Reasonable**

3 ***Informed Arms-Length Negotiations***

4 16. The Parties' settlement negotiations were at all times made at arm's-length and were
5 adversarial. The Settlement was reached following a full day of mediation with a highly respected
6 mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in
7 additional negotiations in order to finalize the long-form agreement presently before the Court.

8 17. The Parties engaged in extensive informal discovery prior to reaching a settlement.
9 Prior to mediation, Defendant produced all of the putative class members' time and pay data through
10 April 17, 2024 (with the exception of time data during the period May 2023 – December 16, 2023) as
11 well as Defendant's relevant wage and hour policies, and information regarding the total number of
12 putative class members, the number of current versus former employees, the total pay periods worked
13 by the putative class members, and the average rate of pay for the putative class members. This
14 allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
15 weaknesses of the claims and the potential class-wide damages.

16 18. Based on the information exchanged, the Parties extensively briefed issues regarding
17 class certification and liability and provided their analyses to the Mediator who helped the Parties
18 debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and
19 prepared to litigate this matter through class certification and trial if the Parties had been unable to
20 reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable
21 and experienced counsel. Class Counsel are respected members of the California State Bar with strong
22 records of vigorous and effective advocacy and are experienced in handling complex wage and hour
23 class action litigation. Accordingly, Class Counsel had sufficient information and experience to act
24 intelligently in negotiating the Settlement.

25 19. Although the investigation and information discovered supports Plaintiff's contentions,
26 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
27 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

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1 20. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
2 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
3 inherent in such litigation, including those involved in class and/or representative adjudication.
4 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
5 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
6 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
7 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

8 21. Defendant denied and continues to deny any liability and wrongdoing of any kind
9 associated with the claims alleged in the Action, and further denies that class certification is
10 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
11 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
12 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because
13 individual issues would predominate should this case go to trial. As with all class actions, these
14 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
15 that the Court may deny class certification. Additionally, Defendant contended that the vast majority
16 of its employees signed enforceable arbitration agreements with class action waivers.

17 22. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
18 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
19 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
20 to request and analyze thousands of pages of documents, obtain the Class Members' contact
21 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
22 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
23 against a current employer. On the other hand, Defendant would likely be able to obtain the
24 cooperation of its employees. Moreover, even if Plaintiff prevailed at class certification and trial,
25 possible appeals would substantially delay any recovery by the Class.

26 23. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
27 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
28 California, and is within the accepted range of recoveries for this type of litigation given the inherent

1 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
2 litigation.

3 *Attorneys' Fees and Costs*

4 24. Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$166,666.67)
5 for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling
6 Twenty-Two Thousand Four Hundred One Dollars and Eighty-Six Cents (\$22,401.86). The requested
7 fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming
8 litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class
9 Counsel for the Class Members. Class Counsel's requested fee award is summarily addressed as
10 follows but is more fully discussed in Plaintiff's Motion for Final Approval of Class Action and PAGA
11 Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs
12 ("Motion for Final Approval") filed concurrently herewith.

13 25. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter
14 has translated into tangible monetary benefits for the Settlement Class Members, the State of
15 California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of
16 California, and the PAGA Employees will obtain monetary recovery over a relatively short period of
17 time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed
18 result that compares favorably with other similar class action settlements of this type, given the
19 strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or
20 costs that would have only increased significantly had the Action progressed through trial and/or
21 appeals.

22 26. In the present case, Class Counsel has borne all of the risks and costs of litigation and
23 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
24 workload during this litigation when considering taking on additional work that was available, and
25 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
26 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
27 favorable result for the Class, the State of California, and the PAGA Employees. Considering the
28 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling

1 similar matters, Plaintiff maintains that the requested attorneys' fees of one-third (1/3) of the Gross
2 Settlement Amount (i.e., \$166,666.67) are reasonable and should be awarded.

3 27. Blackstone was started in February 2018, representing plaintiffs in individual and
4 representative employment litigation. The firm has grown exponentially over the past eight-plus years,
5 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and
6 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
7 on other complex general litigation matters. Blackstone has been counsel of record on several class
8 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
9 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
10 matters as follows:

11 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
12 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
13 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
14 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
15 associate and remained employed there from September 2008 through August 2015. During his
16 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
17 employment, corporate, entertainment, and general business litigation matters, though his primary area
18 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
19 those cases, he was the only or primary attorney managing the case and thus obtained extensive
20 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
21 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
22 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
23 motions and pleadings, including dispositive and certification motions; strategized on all cases;
24 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
25 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
26 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
27 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
28 the cases he managed were highly publicized, with articles written about them in the Los Angeles

1 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
2 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
3 which is well within the prevailing rate for attorneys with his experience in this area of practice in
4 Southern California.

5 b. Miriam L. Schimmel is a 29-year litigator who joined Blackstone in June 2022,
6 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los
7 Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
8 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
9 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
10 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
11 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
12 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
13 class actions and representative actions pursuant to PAGA, as well as individual actions based on
14 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
15 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
16 employers/businesses. On many of those cases, she was the senior lead attorney managing the
17 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
18 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
19 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
20 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
21 strategized on all cases; participated in and directed communication with class members; attended
22 hearings; led and participated in mediations; coordinated with class action administrators; prepared
23 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
24 complex, and appellate courts. Her billable rate is \$1,075, which is well within the prevailing rate for
25 attorneys with her experience in this area of practice in Southern California.

26 c. Joana Fang is a highly skilled nine-year lawyer who is part of the team at Blackstone
27 that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of
28 University of California, Berkeley where she was a double major in Legal Studies and Media Studies.

1 Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour litigation, as
2 well as catastrophic injury complex litigation. She is admitted to the State of California, all federal
3 district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was most recently
4 recognized as a 2025 Southern California Rising Star by Super Lawyers. Her hourly rate of \$750 is
5 reasonable based on her education and experience and is in line with the market rate.

6 d. I joined Blackstone from a highly reputable employment law firm. I graduated from
7 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
8 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California
9 in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally
10 licensed in all federal district courts of California. I have worked on many wage and hour class action
11 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
12 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
13 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court
14 appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee and
15 handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA that
16 are in settlement. My hourly rate of \$750 is reasonable based on my education and experience and is
17 in line with the market rate.

18 28. Class Counsel has spent approximately 204.30 total hours litigating this matter. To
19 date, our total fees incurred amount to \$192,437. Each attorney who worked on this matter engaged
20 in a multitude of tasks, including communicating with the client and defense counsel; investigating
21 the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and
22 joint statements; reviewing documents; preparing for and attending mediation; and facilitating the
23 settlement by drafting the settlement documents and motion papers for obtaining settlement approval.
24 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant
25 community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter,
26 few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation,
27 and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the
28 percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par

with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel’s lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	24.60	\$1,295	\$31,857
Miriam L. Schimmel	Senior Counsel	79.40	\$1,075	\$85,355
Joana Fang	Senior Associate	67.20	\$750	\$50,400
Alexandra Rose	Senior Associate	33.10	\$750	\$24,825

29. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel’s fees through closure of this case are estimated to be approximately \$199,937.

30. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00). Class Counsel seeks reimbursement of a total of Twenty-Two Thousand Four Hundred One Dollars and Eighty-Six Cents (\$22,401.86) in litigation costs and expenses. A true and correct itemized list of Blackstone’s litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

31. The requested award of Attorneys’ Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

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1 ***Enhancement Payment***

2 32. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement
3 Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff. The
4 requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on
5 this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement
6 awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards
7 are higher. The Declaration of Plaintiff Vivian Huynh submitted herewith details her work and efforts
8 in bringing and litigating this matter through resolution and supports the requested Enhancement
9 Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to
10 the Class Members.

11 ***Settlement Administration Costs***

12 33. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court
13 approved, Settlement Administration Costs not to exceed Seven Thousand Dollars and Zero Cents
14 (\$7,000.00). Apex Class Action LLC, the approved Settlement Administrator, provided Class Counsel
15 with its quote stating that its cost to administer the Settlement is Five Thousand Nine Hundred Ninety
16 Dollars and Zero Cents (\$5,990.00).

17 ***Allocation to the LWDA***

18 34. As part of the Settlement, Defendant has agreed to pay Fifty Thousand Dollars and
19 Zero Cents (\$50,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of
20 which the payment of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00)
21 (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes.

22 35. It is extremely common in approved wage and hour class action cases that settle that
23 only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments
24 to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
25 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
26 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
27 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
28 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a

total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

36. The Class Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date and time of the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 20, 2026, at Jersey City, New Jersey.



Alexandra Rose

EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Vivian Huynh (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Technical Safety Services, LLC (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On September 19, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

2. On November 27, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court Case No. 23CV053505 (“Action”), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

3. The Parties agree that Plaintiff will file a First Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action, which will add class claims.

4. The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code

1 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
2 penalties under PAGA based on the aforementioned California Labor Code violations.

3 5. Defendant denies all material allegations set forth in the Action and has asserted
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
5 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
6 Released PAGA Claims (as defined herein).

7 6. Class Counsel diligently investigated the class and PAGA claims against Defendant,
8 including any and all applicable defenses and the applicable law. The investigation included, *inter*
9 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
10 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
11 merits of the claims and contentions of the Parties.

12 7. On November 25, 2024, the Parties participated in mediation with Steven J. Rottman,
13 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance
14 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The
15 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an
16 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs
17 and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation,
18 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set
19 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
20 Class Members, State of California, and PAGA Employees in light of all known facts and
21 circumstances, including the risk of significant delay and uncertainty associated with litigation and
22 various defenses asserted by Defendant.

23 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
24 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
25 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
26 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
27 positions.

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DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. “Class” or “Class Member(s)” means all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Joana Fang, Miriam L. Schimmel, and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) total Workweeks during the Class Period; (5) total Workweeks during the PAGA Period; and (6) such other information as is necessary for the Settlement Administrator to calculate Workweeks.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**.”

f. “Class Period” means the period from September 19, 2022 through January 24, 2025, subject to Paragraph 16.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Alameda.

i. “Defendant’s Counsel” means Evelyn Wang and Stephen Franz of Davis Wright Tremaine, LLP.

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j. “Effective Date” means the date that is sixty-five (65) calendar days since the Court entered a Final Approval Order and Judgment; and in the event there are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further remedies or relief.

k. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

l. “Enhancement Payment” means the amount to be paid to Plaintiff, in recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA Employees, and general release of claims, as set forth in Paragraph 13.

m. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

n. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

o. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

p. “Gross Settlement Amount” means the amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to be paid by Defendant in full satisfaction of the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes

1 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
2 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
3 Settlement Amount may be subject to increase only as provided in Paragraph 16.

4 q. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee
5 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
6 calculated in accordance with Paragraph 17.

7 r. "Individual Settlement Payment" means the net payment of each Settlement
8 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
9 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
10 Paragraph 18.

11 s. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
12 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
13 in accordance with Paragraph 16.

14 t. "LWDA Payment" means the amount of Thirty Seven Thousand Five Hundred
15 Dollars and Zero Cents (\$37,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to
16 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

17 u. "Net Settlement Amount" means the portion of the Gross Settlement Amount
18 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
19 less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and
20 Settlement Administration Costs.

21 v. "Notice of Objection" means a Settlement Class Member's written objection to
22 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
23 objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's
24 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
25 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
26 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
27 specified address, postmarked on or before the Response Deadline.

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1 w. “PAGA Amount” means the allocation of Fifty Thousand Dollars and Zero
2 Cents (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
3 percent (75%) of the PAGA Amount, or \$37,500.00, will be paid to the LWDA (i.e., the LWDA
4 Payment) and the remaining twenty-five percent (25%), or \$12,500.00, will be distributed to the
5 PAGA Employees (i.e., the PAGA Employee Amount).

6 x. “PAGA Employee(s)” means all current and former non-exempt employees
7 who worked for Defendant in California at any time during the PAGA Period.

8 y. “PAGA Employee Amount” means the amount of Twelve Thousand Five
9 Hundred Dollars and Zero Cents (\$12,500.00), i.e., 25% of the PAGA Amount, to be distributed to
10 PAGA Employees on a *pro rata* basis based on their Workweeks.

11 z. “PAGA Period” means the period from September 19, 2022 through January
12 24, 2025, subject to Paragraph 16.

13 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA
14 Claims.

15 bb. “Preliminary Approval” means the date on which the Court enters the
16 Preliminary Approval Order.

17 cc. “Preliminary Approval Order” means the order granting preliminary approval
18 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
19 the Court.

20 dd. “Released Class Claims” means any and all claims which were alleged or which
21 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
22 arising during the Class Period, including, but not limited to, claims for Defendant’s alleged failure to
23 pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
24 payments, timely pay wages during employment and upon termination, provide compliant wage
25 statements, and reimburse necessary business-related expenses in violation of California Labor Code
26 Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and
27 2802.

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1 ee. “Released PAGA Claims” means any and all claims arising from or reasonably
2 related to any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil
3 penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et*
4 *seq.*

5 ff. “Released Parties” means Defendant and each of its former and present
6 subsidiaries, affiliates, parents, agents, supervising employees, members, investors (including but not
7 limited to Levine Leichtman Capital Partners, LLC and its affiliates, employees, partners (limited and
8 general), holding companies and investment partnerships), partners, owners, directors, officers,
9 attorneys, trustees, insurers, representatives, predecessors, successors, assigns, shareholders, owners,
10 and members.

11 gg. “Request for Exclusion” means a letter submitted by a Class Member indicating
12 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
13 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
14 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
15 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
16 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

17 hh. “Response Deadline” means the deadline by which Class Members must submit
18 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
19 is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator
20 to Class Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the
21 Response Deadline will be extended to the next day on which the United States Postal service is open.
22 The Response Deadline may also be extended by express agreement between Class Counsel and
23 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
24 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
25 Response Deadline.

26 ii. “Settlement Administrator” means Apex Class Action LLC, or any other third-
27 party class action settlement administrator agreed to by the Parties and approved by the Court for
28 purposes of administering the Settlement. The Parties and their counsel each represent that they do

not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

jj. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 15.

kk. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

ll. “Workweeks” means the number of weeks each Class Member and PAGA Employee worked at least one (1) day for Defendant as a non-exempt employee in California during the Class Period and PAGA Period. Defendant shall provide the Workweeks for each Class Member and PAGA Employee based on that Class Member/PAGA Employee’s time and/or payroll records during the Class Period and PAGA Period to the Settlement Administrator.

mm. “Workweeks Dispute” means a letter submitted by a Class Member disputing the number of Workweeks which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

10. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

11. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a

1 non-settlement context.

2 **TERMS OF THE AGREEMENT**

3 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
4 forth herein, the Parties agree, subject to the Court's approval, as follows:

5 12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
6 or motion by Class Counsel for attorneys' fees in the amount up to one-third (1/3) of the Gross
7 Settlement Amount (i.e., \$166,666.67 if the Gross Settlement Amount is \$500,000.00) and
8 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
9 of the Action, in an amount not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00),
10 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
11 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
12 the Action, including without limitation all work performed and costs incurred to date, and all work
13 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
14 Settlement Agreement, including any objections raised and any appeals necessitated by those
15 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
16 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
17 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
18 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
19 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.
20 The Court's approval of lesser amounts shall not provide a basis for either Party to revise or rescind
21 this Settlement Agreement.

22 13. Enhancement Payment. Defendant agrees not to oppose or impede any application or
23 motion by Plaintiff for an Enhancement Payment in the amount up to Five Thousand Dollars and Zero
24 Cents (\$5,000.00). The Enhancement Payment, which will be paid from the Gross Settlement
25 Amount, subject to Court approval, will be in addition to her Individual Settlement Payment as a
26 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be
27 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
28 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form

1 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment
2 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
3 benefit of the Settlement Class Members. The Court's approval of lesser amounts shall not provide a
4 basis for either Party to revise or rescind this Settlement Agreement.

5 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
6 Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement
7 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
8 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500.00, will be
9 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500.00, will be
10 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
11 total number of Workweeks worked by each PAGA Employee during the PAGA Period (i.e., the
12 Individual PAGA Payments).

13 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
14 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
15 which is currently estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00). These
16 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
17 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
18 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
19 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
20 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
21 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
22 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
23 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
24 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
25 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
26 Settlement Amount for the benefit of the Settlement Class Members.

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1 16. Escalator Clause. Defendant has represented that the Class Members worked a
2 total of 15,010 workweeks during the period September 19, 2022 through November 25, 2024. If it is
3 determined by the Settlement Administrator that the total number of Workweeks worked by the Class
4 Members during the Class Period actually exceeds 15,010 by more than 10% (i.e., if the Workweeks
5 exceed 16,511), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the
6 percentage increase in the number of Workweeks worked by the Class Members above 10%, or
7 Defendant will have the option to set the Class Period and PAGA Period end date to a date at which
8 the number of Workweeks equals 15,010.

9 17. Individual Settlement Share Calculations. Individual Settlement Shares will be
10 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
11 Workweeks, as follows:

12 a. After Preliminary Approval, the Settlement Administrator will divide the Net
13 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
14 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
15 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
16 entitled to receive under the Class Settlement.

17 b. After Final Approval, the Settlement Administrator will divide the final Net
18 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
19 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
20 Value to each Settlement Class Member's final Individual Settlement Share.

21 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
22 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
23 number of Workweeks, as follows: The Settlement Administrator will divide the PAGA Employee
24 Amount, i.e., 25% of the PAGA Amount, by the Workweeks of all PAGA Employees to yield the
25 "PAGA Workweek Value," and multiply each PAGA Employee's individual Workweeks by the
26 PAGA Workweek Value to yield each PAGA Employee's Individual PAGA Payment.

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1 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
2 Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety (90%)
3 penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS
4 Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on
5 an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will
6 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
7 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
8 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
9 withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement
10 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties
11 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

12 20. Administration of Taxes by the Settlement Administrator. The Settlement
13 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
14 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
15 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
16 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
17 taxes and other legally required withholdings to the appropriate government authorities.

18 21. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
19 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
20 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
21 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
22 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
23 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
24 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
25 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
26 Members, and PAGA Employees should consult with their tax advisors concerning the tax
27 consequences of any payment they receive under the Settlement.

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22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or additional compensation or benefits, or any

1 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
2 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
3 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
4 any contrary language or agreement in any benefit or compensation plan document that might have
5 been in effect during the Class Period).

6 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

7 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
8 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
9 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
10 draft of the preliminary approval motion before filing it with the Court with a reasonable period
11 permitting Defendant's counsel review prior to filing of the motion. Defendant agrees not to oppose
12 the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. If
13 the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material
14 change to the Basic Settlement Terms (as defined herein), Class Counsel and Defendant's Counsel
15 will expeditiously work together on behalf of the Parties by meeting in person, by videoconference,
16 or by telephone, and in good faith, to attempt to address the Court's concerns. By way of said motion,
17 Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

- 18 a. Conditionally certifying the Class for settlement purposes only;
- 19 b. Granting Preliminary Approval of the Settlement;
- 20 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 21 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 22 e. Approving as to form and content, the mutually-agreed upon and proposed
23 Class Notice and directing its mailing by First Class U.S. Mail;
- 24 f. Approving the manner and method for Class Members to request exclusion
25 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 26 g. Scheduling a Final Approval Hearing at which the Court will determine whether
27 Final Approval of the Settlement should be granted.

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25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

26. Delivery of Class List. Within twenty (20) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

27. Notice by First-Class U.S. Mail.

a. Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to provide notice of the Settlement.

28. Disputes Regarding Workweeks. Class Members will have an opportunity to dispute the number of Workweeks which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to

the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, the State of California all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

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1 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
2 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
3 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
4 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
5 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
6 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
7 and complete and which were not), and also attach them to a declaration that is to be filed with the
8 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
9 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
10 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
11 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
12 whether they have submitted a Notice of Objection.

13 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
14 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
15 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
16 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
17 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
18 Administrator will provide to counsel for the Parties any updated reports regarding the administration
19 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
20 receives a request from an individual or any other entity regarding inclusion in the Class and/or
21 Settlement or regarding a Workweeks Dispute.

22 32. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
23 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
24 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
25 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
26 the number of Class Members who have submitted timely and valid Requests for Exclusion following
27 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
28 administration owed to the Settlement Administrator incurred up to that date.

1 33. Certification of Completion. Upon completion of administration of the Settlement, the
2 Settlement Administrator will provide a written declaration under oath to certify such completion to
3 the Court and counsel for all Parties.

4 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
5 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
6 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
7 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
8 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
9 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
10 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
11 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
12 before filing it with the Court with a reasonable period permitting Defendant's Counsel review prior
13 to filing of the motion. If the Court does not grant Final Approval or conditions Final Approval on
14 any material change to the Basic Settlement Terms (as defined herein), the Parties will expeditiously
15 work together in good faith to attempt to address the Court's concerns as necessary to obtain Final
16 Approval. The Court's decision to award less than the amounts requested for Attorneys' Fees and
17 Costs, Enhancement Payment, and Settlement Administration Costs shall not constitute a material
18 modification of the Agreement within the meaning of this Paragraph. By way of said motion, Plaintiff
19 will apply for the entry of the Final Approval Order and Judgment, which will provide for, in
20 substantial part, the following:

21 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
22 consummation of its terms and provisions;

23 b. Certification of the Settlement Class;

24 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

25 d. Approval of the application for Enhancement Payment to Plaintiff;

26 e. Directing Defendant to fund all amounts due under the Settlement Agreement
27 and ordered by the Court; and

28 ///

1 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
2 conformity with California Rules of Court 3.769 and the Settlement Agreement.

3 35. Funding of the Gross Settlement Amount. No later than five (5) business days after
4 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
5 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
6 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
7 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
8 unemployment insurance tax ID number, and other information requested by the Settlement
9 Administrator, no later than five (5) business days after the Effective Date.

10 36. Distribution of the Gross Settlement Amount. Within ten (10) calendar days of the
11 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
12 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
13 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class
14 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
15 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
16 timely forward these to the appropriate government authorities.

17 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
18 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
19 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
20 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
21 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
22 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
23 Members and PAGA Employees are not required to submit a claim to be issued an Individual
24 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
25 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
26 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
27 associated with such canceled checks shall be distributed by the Settlement Administrator to
28 Children's Advocacy Institute (the proposed *cy pres* recipient) in accordance with California Civil
Procedure Code Section 384. The Parties and their counsel represent that they do not have any

financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. To the extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for the employees' share of taxes, contributions, and/or withholding associated with canceled Individual Settlement Payments, all such amounts shall also be transmitted to Children's Advocacy Institute.

38. Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

39. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the State of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

40. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution of this Settlement Agreement, had or claimed to have or may have, including but not limited to: (1) the Action and any claims arising out of the Action; (2) any claims under federal, state, or local law for or relating to wages, benefits, compensation, vacation, or other paid time off, and claims for liquidated damages, penalties, or costs and fees associated therewith, including under the California Labor Code or the California Business and Professions Code; (3) wrongful termination,

discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family Rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, occurrence, or claim arising out of or related to the Action or Plaintiff's employment or termination thereof with Defendant taking place on or before the execution of this Settlement Agreement; and (5) any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law (collectively, "Plaintiff's General Release"). Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims that may not be released as a matter of law. Plaintiff understands that the facts with respect to which this Settlement Agreement is entered into may be materially different from those the Parties now believe to be true. Plaintiff accepts and assumes this risk, and agreed this general release shall remain in full force and effect, and legally binding, notwithstanding the discovery or existence of any additional or different facts, or any claims with respect to those facts. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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.

41. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

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1 42. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
2 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
3 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
4 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
5 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
6 Settlement Agreement.

7 43. Effects of Nullification of Settlement. In the event that the Court should for any reason
8 fail to certify the Class for settlement; or (b) the Court should for any reason fail to approve this
9 Settlement without requiring material changes to the “Basic Settlement Terms,” which are defined as
10 relating to the Gross Settlement Amount; the parameters of the Released Class Claims, Released
11 PAGA Claims, Plaintiff’s General Release, the covered Class Period; and revisions to the Escalator
12 Clause; or (c) the Court should for any reason fail to enter the Final Approval Order and Judgment; or
13 (d) the Final Approval Order and Judgment is reversed, or declared or rendered void; or (e) Defendant
14 exercise their option to rescission of the Settlement Agreement based on an excessive number of opt-
15 outs, as described in the above; or (f) the Court should for any reason fail to dispose the Action in its
16 entirety, then:

17 a. The Settlement Agreement shall be void and shall have no force or effect, and
18 no Party shall be bound by any of its terms;

19 b. In the event the Settlement Agreement is terminated, Defendant shall have no
20 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
21 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
22 Administrator is notified that the Settlement has been terminated;

23 c. The Preliminary Approval Order and Final Approval Order and Judgment,
24 including any order certifying the Class, shall be vacated;

25 d. The Settlement Agreement and all negotiations, statements, and proceedings
26 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
27 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

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1 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
2 statements, or filings in furtherance of the Settlement (including all matters associated with the
3 mediation) shall be admissible or offered into evidence in the Action or any other action for any
4 purpose whatsoever; and

5 f. Any documents generated to bring the Settlement into effect, will be null and
6 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
7 likewise be treated as void from the beginning.

8 The Parties agree that if the conditions in this Paragraph occur and the Agreement is nullified,
9 they will promptly attend mediation with a mutually agreed-upon mediator in an effort to reach a
10 settlement that may be approved by the Court, unless the Parties are able to resolve the issue leading
11 to nullification of the Agreement without resort to a mediator.

12 44. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
13 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
14 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
15 of action or right herein released and discharged.

16 45. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
17 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
18 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

19 46. Limitations on Publicity. The Parties and their counsel agree to keep the terms of the
20 Settlement confidential and not shared with any third parties, except for the mediator Steven J.
21 Rottman, Esq., until the filing of Plaintiff's motion for preliminary approval. Except as set forth in
22 this Paragraph or with the consent of all Parties, the Parties and their counsel agree that they will not,
23 unless required by law, communicate or publicize the existence of or set forth the terms of the
24 settlement in a public manner, including without limitation by communicating or publishing the
25 existence of or the terms of the Settlement to members of the press, or to publish such information on
26 any website or social media forum (including through organizations that publicize verdicts and
27 settlements and on websites operated by or for counsel). Nothing herein shall be interpreted as
28 preventing any good-faith communications by any counsel for the Parties and/or any Parties with any
court, Class Members, or the Settlement Administrator for the purpose of facilitating the Settlement.

1 Nothing herein shall prevent the Parties from filing documents and communicating with the courts
2 and other counsel in connection with the Action. Nothing herein shall prevent Defendant from
3 communicating with its employees, ownership, and lender concerning the Settlement. Nothing herein
4 shall restrict Class Counsel from including publicly available information regarding the settlement in
5 future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore,
6 Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA
7 in conformity with PAGA.

8 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
9 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
10 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
11 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
13 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
14 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
15 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
16 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
17 Agreement.

18 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
19 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
20 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
21 Approval Hearing to be conducted by the Court.

22 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
24 except by written agreement signed by counsel for all Parties. After the filing of the motion for
25 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
26 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
27 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
28 constitute a waiver of any other provision.

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1 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class
12 Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement
13 Class Members and the binding nature of the PAGA Settlement as to the State of California with
14 respect to all PAGA Employees, and the releases provided for by this Settlement Agreement shall
15 have the same force and effect as if this Settlement Agreement were executed by each Settlement
16 Class Member and the State of California.

17 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 53. California Law Governs. All terms of this Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 54. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, this Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
24 copies of the signature page, will be deemed to be one and the same instrument.

25 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
27 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each
represented by competent counsel and that they have had an opportunity to consult with their counsel

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

5 56. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 57. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
10 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
11 to implement the Settlement.

12 58. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
13 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
14 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
15 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
16 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
17 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
18 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
19 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
20 construed as an admission or concession by Defendant of any such violations or failures to comply
21 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
22 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
23 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
24 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
25 federal, state, local, or other applicable law.

26 59. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

60. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

61. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

62. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

63. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and Class Counsel:

Miriam L. Schimmel
mschimmel@blackstonepc.com

Joana Fang
jfang@blackstonepc.com

Alexandra Rose
arose@blackstonepc.com

BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Evelyn Wang
evelynwang@dwt.com

Stephen Franz
stephenfranz@dwt.com

Davis Wright Tremaine LLP
350 South Grand Ave, 27th Floor
Los Angeles, California 90071
Telephone: (213) 633-6800

64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

Dated: 04/29/2025

PLAINTIFF VIVIAN HUYNH


Plaintiff Vivian Huynh

Dated: 4/30/2025

DEFENDANT TECHNICAL SAFETY SERVICES, LLC

Signed by: 
A7D58AA1D67A456...

Full Name: Marc Boreham

Title: President

On behalf of Defendant Technical Safety Services, LLC

APPROVED AS TO FORM ONLY:

Dated: April 29, 2025

BLACKSTONE LAW, APC


Alexandra Rose
Attorneys for Plaintiff Vivian Huynh
and Proposed Class Counsel

Dated: 4/30/2025

DAVIS WRIGHT TREMAINE LLP

Signed by: 
C072DBE48F514F6...

Evelyn Wang
Stephen Franz
Attorneys for Defendant Technical Safety Services, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Vivian Huynh v. Technical Safety Services, LLC **Superior Court of California for the County of Alameda, Case No. 23CV053505**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Vivian Huynh ("Plaintiff") and Defendant Technical Safety Services, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period.

"Class Period" means the period from September 19, 2022 through January 24, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period.

"PAGA Period" means the period from September 19, 2022 through January 24, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

"Workweeks" means the number of weeks each Class Member and PAGA Employee worked at least one (1) day for Defendant as a non-exempt employee in California during the Class Period and PAGA Period.

II. BACKGROUND OF THE ACTION

On September 19, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On November 27, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the Action. On May 2, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of alleged unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action, that it owes Class Members any monies, or that it violated any law or engaged in wrongdoing of any kind associated with the claims alleged in the lawsuit. Defendant contends, among other things, that it has complied at all times with applicable law in connection with its compensation of and legal obligations to Class Members.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Vivian Huynh as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$166,666.67), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for her services in the Action; (3) the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$37,500.00) (“LWDA Payment”) and the remaining 25% (\$12,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on their number of Workweeks. The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and

multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on their number of Workweeks. The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiplied each PAGA Employee's individual Workweeks by the PAGA Workweek Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

- **From September 19, 2022 through January 24, 2025 (i.e., the Class Period and PAGA Period), you are credited as having worked [REDACTED] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Huynh v. Technical Safety Services, LLC*, Case No. 23CV053505); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the State of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, including, but not limited to, claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802.

“Released PAGA Claims” means any and all claims arising from or reasonably related to any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

“Released Parties” means Defendant and each of its former and present subsidiaries, affiliates, parents, agents, supervising employees, members, investors (including but not limited to Levine Leichtman Capital Partners, LLC and its affiliates, employees, partners (limited and general), holding companies and investment partnerships), partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors, assigns, shareholders, owners, and members.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$166,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Huynh v. Technical Safety Services, LLC*, Case No. 23CV053505); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Huynh v. Technical Safety Services, LLC*, Case No. 23CV053505); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 20 of the Alameda County Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Searches" tab at the top of the page, then select the Document Downloads link, enter the case number (23CV053505) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator's website at [redacted] for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

VIVIAN HUYNH
Plaintiff/Petitioner(s)
VS.
TECHNICAL SAFETY
SERVICES, LLC
Defendant/Respondent
(s)

No. 23CV053505
Date: 09/18/2025
Time: 3:00 PM
Dept: 20
Judge: Karin Schwartz

ORDER re: Hearing on Motion for
Order Motion For
Preliminary Approval of
Class and PAGA
Settlement; filed by
VIVIAN HUYNH (Plaintiff)
CRS# 870223389211 filed
by VIVIAN HUYNH
(Plaintiff) on 06/27/2025

The Motion for Preliminary Approval of Settlement filed by VIVIAN HUYNH on 06/27/2025 is Granted.

Plaintiff Vivian Huynh's unopposed Motion for Preliminary Approval of Class and PAGA Settlement is GRANTED.

Plaintiff Vivian Huynh ("Plaintiff") initiated this action on November 27, 2023. The operative First Amended Complaint ("FAC") filed on May 2, 2025, alleges various Labor Code violations, including violation of the Private Attorneys General Act ("PAGA") on behalf of Plaintiff and other similarly situated individuals against Defendant Technical Safety Services, LLC ("Defendant"). There are approximately 227 members of the class.

Following mediation in November 2024, the case preliminarily settled. On April 30, 2025, the parties executed a Joint Stipulation of Class Action and PAGA Settlement ("Settlement"). (Declaration of Alexandra Rose ("Rose Dec.") Exh. 3.) The case preliminarily settled for a total amount of \$500,000. (Settlement ¶ 9(p).) Plaintiff's counsel requests attorneys' fees of one-third, i.e., \$166,666.67 of \$500,000), costs and expenses of \$26,000. (*Id.* ¶ 12.) The Settlement further provides for a Class Representative Enhancement Payment of \$5,000, a PAGA payment of \$50,000, and settlement administration costs of no more than \$7,000. (*Id.* ¶¶ 13-15.)

ORDER re: Hearing on Motion for Order Motion For Preliminary Approval
of Class and PAGA Settlement; filed by VIVIAN HUYNH
(Plaintiff) CRS# 870223389211 filed by VIVIAN HUYNH
(Plaintiff) on 06/27/2025

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

After expenses, the net settlement amount to be paid to class members is estimated to be \$245,333.33.) (Rose Dec. ¶ 14.) The net settlement amount would be paid on a pro rata share based on their number of workweeks. (Settlement ¶¶ 9(kk), 17.) Twenty-five percent of the PAGA payment, \$12,5000, would be distributed to current and former non-exempt employees who worked for Defendant in California during the PAGA Period. (*Id.* ¶¶ 9(z), 14.) The PAGA period is September 19, 2022 through January 24, 2025. (*Id.* ¶ 9(z).) Class counsel shall notify the LWDA of the settlement. (*Id.* ¶ 25.)

The proposed class notice form and procedure are adequate.

The proposed procedures to request exclusion/opt out and objections to the Settlement are adequate. (Settlement ¶¶ 29-30.)

The proposed class is appropriate for class certification.

The motion makes an adequate analysis as required by *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116 for approval of the class settlement.

The scope of the release for the class is appropriate. (Settlement ¶ 38.) The Settlement limits Plaintiff and all Settlement Class Members release to the Released Class Claims. (*Id.*, ¶¶ 9(dd), 38.) The release of claims by the class is limited by the “factual predicate rule” to those claims. (*Hesse v. Sprint Corp.* (9th Cir. 2010) 598 F.3d 581, 590.) The parties have separated the release of class claims and the release of PAGA claims by Plaintiff and the State of California. (*Id.* ¶¶ 9(cc) 39.)

Unclaimed funds are to be paid to the Children’s Advocacy Institute pursuant to C.C.P. § 384. The Court approves this on this motion.

The Court will not approve the amount of attorneys’ fees and costs until the final approval hearing. The Court cannot award attorneys’ fees without reviewing information about counsel’s hourly rate and the time spent on the case. (*Robbins v. Alibrandi* (2005) 127 Cal.App.4th 438, 450-451.)

“Because absent class members are not directly involved in the proceedings, oversight to ensure settlements are fair and untainted by conflict is the responsibility of both the class representative and the court.” (*Mark v. Spencer* (2008) 166 Cal.App.4th 219, 227.)

“In any class action there is always the temptation for the attorney for the class to recommend settlement on terms less favorable to his clients because a large fee is part of the bargain. ... [T]horough judicial review of fee applications is required in all class action settlements and the fairness of the fees must be assessed independently of determining the fairness of the substantive settlement terms.’ ... “ ‘The evil feared in some settlements-unscrupulous attorneys negotiating large attorney’s fees at the expense of an inadequate settlement for the client-can best be met by a careful ... judge, sensitive to the problem, properly evaluating the adequacy of the settlement

ORDER re: Hearing on Motion for Order Motion For Preliminary Approval
of Class and PAGA Settlement; filed by VIVIAN HUYNH
(Plaintiff) CRS# 870223389211 filed by VIVIAN HUYNH
(Plaintiff) on 06/27/2025

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

for the class and determining and setting a reasonable attorney's fee....” (*Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 555-556.)

Counsel seeks 1/3 fees. The Court sets out its standard analysis below. Counsel may address that analysis in the fee application.

The Ninth Circuit's benchmark is 25%. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495.) When using the percentage of recovery approach, this court's benchmark for fees is 30% of a total fund. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495; *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557 fn 13; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n. 11.)

When cross-checking with the lodestar/multiplier, the court will evaluate the lodestar based on reasonable fees that would have been charged at hourly rates and then apply a multiplier. The multiplier includes contingent fee risk and other factors.

When considering risk, the court considers there is less risk in a case with fee shifting statutes because counsel's potential fees are not limited by and coupled to the monetary recovery. “The law does not mandate ... that attorney fees bear a percentage relationship to the ultimate recovery of damages in a civil rights case.” (*Harman v. City and County of San Francisco* (2007) 158 Cal.App.4th 407, 419.) (*See also Heritage Pacific Financial, LLC v. Monroy* (2013) 215 Cal.App.4th 972, 1006-1007.)

The Court will not decide the amount of any service award until the final approval hearing. Plaintiff must provide evidence regarding the nature of the participation of the class representative in the action, including a description of his specific actions and the amount of time he committed to the prosecution of the case. (*Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804-807.)

The Court ORDERS that 10% of any fee award to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for Plaintiff and the Administrator to comply with C.C.P. 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time release any hold-back of attorney fees.

The Court will sign the proposed order, with the insertion of March 18, 2026, 3:00 PM in Paragraph 13 as the date for the hearing for Final Approval of Settlement. Plaintiff must obtain a reservation for a hearing on this date. The motion for final approval shall be filed and served no later than February 23, 2026.

The Court SETS a Compliance Hearing for February 11, 2026 at 3:00 P.M. in Department 20.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Compliance Hearing Re: Filing Motion for Final Approval of Settlement is scheduled for 02/11/2026 at 03:00 PM in Department 20 at Rene C. Davidson Courthouse.

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.

Dated : 09/18/2025

A handwritten signature in black ink, appearing to read "Karin Schwartz".

Karin Schwartz / Judge

EXHIBIT 3

- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement

of representative wage and hour action pursuant to PAGA.

- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative

wage and hour action pursuant to PAGA.

- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative

wage and hour action pursuant to PAGA.

- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with

other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Sitara Nayabhkil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in

settlement of representative wage and hour action pursuant to PAGA.

- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No.

CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No.

30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
Huynh v. Technical Safety Services, LLC Alameda County Superior Court Case No. 23CV053505			
8/30/2023	Other	Wizzy Marketing	\$214.40
9/12/2023	Mailing	Welcome Pkg	\$1.59
9/12/2023	Mailing	Records Request to Technical Safety Services, LLC	\$8.53
9/12/2023	Mailing	Records Request to Technical Safety Services, LLC (Agent for Service of Process)	\$8.53
9/19/2023	Filing	LWDA: PAGA Notice	\$75.00
9/19/2023	Mailing	PAGA Notice to Technical Safety Services, LLC	\$8.53
9/19/2023	Mailing	PAGA Notice to Technical Safety Services, LLC (Agent for Service of Process)	\$8.53
10/26/2023	Mailing	Records Request to Honigman, LLP c/o Matthew S. Disbro	\$4.98
11/28/2023	Filing	Steno: PAGA Complaint & Supporting Documents	\$647.20
12/27/2023	Mailing	Notice and Acknowledgment of Receipt to Davis Wright Tremaine	\$2.07
1/19/2024	Filing	Notice and Acknowledgment of Receipt	\$59.95
8/16/2024	Mediation	Mediation with Steven J. Rottman	\$15,000.00
12/18/2024	Other	Damage Analysis Consultant, Berger Consulting Group	\$5,580.00
4/29/2025	Filing	Steno: Joint Stipulation to Amend Complaint	\$86.95
5/2/2025	Filing	Steno: First Amended Complaint	\$59.95
6/20/2025	Filing	Steno: Joint Stipulation to Advance Motion for Preliminary Approval ("MPA") Hearing	\$86.95
6/27/2025	Filing	Steno: MPA and Supporting Documents	\$140.95
7/7/2025	Filing	Steno: Joint Stipulation to Advance MPA Hearing	\$86.95
7/9/2025	Filing	Steno: Re-Notice of MPA Hearing	\$59.95
9/22/2025	Filing	Steno: Notice of Entry of Judgment or Order (MPA)	\$59.95
	Filing	Estimated Cost - Steno: Motion for Final Approval ("MFA") and Supporting Documents	\$140.95
	Filing	Estimated Cost - Steno: Notice of Entry of Judgment or Order (MFA)	\$59.95
TOTAL:			\$22,401.86