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

**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
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation ID: 870223389211
Date: October 29, 2025
Time: 3:00 p.m.
Dept.: 20

Complaint Filed: November 27, 2023
FAC Filed: April 29, 2025
Trial Date: October 17, 2025

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Miriam L. Shimmel is a 28-year litigator who joined Blackstone Law, APC in June
9 2022, following ten years of working with two well-known plaintiff-side wage and hour law firms in
10 Los Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
11 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
12 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
13 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
14 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
15 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
16 class actions and representative actions pursuant to PAGA, as well as individual actions based on
17 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
18 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
19 employers/businesses. On many of those cases, she was the senior lead attorney managing the
20 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
21 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
22 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
23 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
24 strategized on all cases; participated in and directed communication with class members; attended
25 hearings; led and participated in mediations; coordinated with class action administrators; prepared
26 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
27 complex, and appellate courts.

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1 5. Joana Fang is a highly skilled eight-year lawyer who is part of the team at Blackstone
2 Law, APC that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate
3 of University of California, Berkeley where she was a double major in Legal Studies and Media
4 Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour
5 litigation, as well as catastrophic injury complex litigation. She is admitted to the State of California,
6 all federal district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was
7 most recently recognized as a 2025 Southern California Rising Star by Super Lawyers.

8 6. I joined Blackstone Law, APC from a highly reputable employment law firm. I
9 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
10 from New England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar
11 of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am
12 additionally licensed in all federal district courts of California. I have worked on many wage and hour
13 class action and PAGA representative matters, and my work has included, *inter alia*, researching and
14 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
15 and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
16 court appearances.

17 7. Blackstone Law, APC has been counsel of record on several class action and PAGA
18 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

19 **Procedural History of the Action**

20 8. On September 19, 2023, Plaintiff provided written notice to the California Labor and
21 Workforce Development Agency (“LWDA”) by online submission and to Defendant Technical Safety
22 Services, LLC (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section
23 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by
24 Defendant (“PAGA Letter”). A true and correct copy of the PAGA Letter is attached hereto as **Exhibit**
25 **2**.

26 9. On November 27, 2023, Plaintiff filed a Complaint for Enforcement Action Under the
27 Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Vivian Huynh*
28 *v. Technical Safety Services, LLC*, Alameda County Superior Court Case No. 23CV053505

1 (“Action”), which alleged one cause of action under PAGA against Defendant.

2 10. On November 25, 2024, Plaintiff and Defendant (together, the “Parties”) participated
3 in a formal mediation conducted by Steven J. Rottman, Esq. (“Mediator”), a neutral and respected
4 mediator with extensive experience in complex wage and hour matters, and with the assistance of the
5 Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class
6 and representative basis. The Parties then worked diligently to negotiate and memorialize the terms
7 in a long form settlement agreement.

8 11. On April 30, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA
9 Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement
10 Agreement is attached hereto as **Exhibit 3**.

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

22 **Summary of the Terms of the Settlement Agreement**

23 13. For purposes of settlement only, the Parties have agreed that the Class shall be defined
24 as “all current and former non-exempt employees who worked for Defendant in California at any time
25 during the Class Period” (“Class” or “Class Member(s)”). The Class Period is defined as the period
26 from September 19, 2022 through January 24, 2025, subject to Paragraph 16 of the Settlement
27 Agreement. Based on information provided by Defendant, it is estimated that there are a total of two
28 hundred and twenty-seven (227) Class Members.

14. The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of one-third (1/3) of the Gross Settlement Amount (i.e., \$166,666.67 if the Gross Settlement Amount is \$500,000.00); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00); (3) Settlement Administration Costs, not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00); (4) Enhancement Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00); and (5) PAGA Amount in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Two Hundred Forty-Five Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$245,333.33). Additionally, 25% of the PAGA Amount (“PAGA Employee Amount”), which is \$12,500.00 out of \$50,000.00, will be fully distributed to “all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period” (“PAGA Employee(s)”). The “PAGA Period” is defined as the period from September 19, 2022 through January 24, 2025, subject to Paragraph 16 of the Settlement Agreement.

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

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1 16. The Net Settlement Amount will be distributed and paid to all Class Members who do
2 not submit a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata*
3 share based on their number of Workweeks. The *pro rata* share of the Net Settlement Amount that a
4 Class Member may be eligible to receive under the Class Settlement (“Individual Settlement Share”)
5 will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

6 17. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on
7 a *pro rata* basis based on their number of Workweeks. The *pro rata* share of the PAGA Employee
8 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual
9 PAGA Payment”) will be calculated by the Settlement Administrator, in accordance with the
10 Settlement Agreement.

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

22 19. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
23 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount
24 will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement
25 Agreement. No money will revert to Defendant.

26 20. Each Individual Settlement Payment and Individual PAGA Payment check will be
27 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
28 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be

distributed by the Settlement Administrator to 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 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 is Reasonable

Informed Arms-Length Negotiations

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

22. The Parties engaged in extensive informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced all of the putative class members’ time and pay data through April 17, 2024 (with the exception of time data during the period May 2023 – December 16, 2023) as well as Defendant’s relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total pay periods worked by the putative class members, and the average rate of pay for the putative class members.

23. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

24. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions.

Estimate of Potential Value of Claims

25. Class Counsel analyzed all available data and estimated Defendant’s maximum potential exposure to be approximately \$5,728,018, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the

relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all class members across the entire putative class period, which included: \$1,404,021 for meal period violations (less meal period premiums paid); \$2,291,899 for rest period violations at a 100% violation rate; \$490,495 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$74,630 for unpaid overtime wages at the required regular rate of pay; \$119,550 for unreimbursed business expenses; \$614,073 for waiting time penalties; and \$733,350 for wage statement penalties. Plaintiff further estimated that Defendant faced an additional exposure of \$744,900 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum potential exposure totaled \$6,472,918 in damages.

Specific Risks Considered

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

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

28. Defendant denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the Action, and further denies that class certification is appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's claims. Defendant contended that Plaintiff's claims are not suitable for class certification because individual issues would predominate should this case go to trial. As with all class actions, these

1 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
2 that the Court may deny class certification. Additionally, Defendant contended that the vast majority
3 of its employees signed enforceable arbitration agreements with class action waivers.

4 29. For example, Plaintiff's meal period claims, which were based on Defendant's alleged
5 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
6 Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had
7 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
8 in the manner required under California law. Plaintiff's analysis revealed a 65.3% violation rate for
9 purported unique meal period violations. Defendant contended that its policies and practices at all
10 times during the Class Period were lawful, and it always provided the Class Members with the
11 opportunity to take meal breaks and thus met the requirements imposed by California law. Per
12 Defendant, if individuals did not take a meal period, it was in violation of company policy and, once
13 again, a multitude of individual inquiries would be necessary to determine if an individual may have
14 missed a meal break by personal choice or for some other reason. Indeed, Defendant's expert's review
15 of its time records indicate a markedly lower meal period "violation rate" (i.e., missed, late, or short)
16 than Plaintiff's analysis. Defendant further contended that it regularly and consistently paid premium
17 payments for non-compliant meal breaks. Defendant also represented that for the period prior to
18 March 26, 2023, Defendant did not require employees to clock in and out for unpaid meal periods
19 provided and taken. Defendant nonetheless contended that it paid meal periods in accordance with
20 California law and that such meal periods were provided and taken by employees prior to March 26,
21 2023, despite that the time records do not reflect recorded meal periods during this time. Defendant
22 further argued that the rate of purported meal period violations reflected in the data would require
23 individualized inquiry and that such inquiry would prohibit a class from being certified. For the same
24 reasons, Defendant contended the claim would fail on the merits because it would be difficult for
25 Plaintiff to show Defendant's actual or constructive knowledge that a particular Class Member worked
26 through a specific meal period. We also had to consider the risk that the Court would find validity in
27 the individualized proof defense to certification of Plaintiff's meal period claim.

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1 30. Additionally, a large portion of Defendant’s overall liability lies in Plaintiff’s rest
2 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
3 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
4 required under California law. Additionally, this claim was even more uncertain given the difficulties
5 associated with proving the alleged rest period violations, as Defendant was not required to record
6 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
7 concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite
8 certainty, which made the estimated value of this claim subject to much challenge.

9 31. Plaintiff also faced challenges certifying and proving liability for her minimum wage
10 and overtime claims. These claims were largely based on allegations of unrecorded, off-the-clock
11 work performed by the Class Members both before and after their shifts. For example, Plaintiff
12 reported that she and the other Aggrieved Employees were required to answer calls from management
13 with billing questions after clocking out. In response, Defendant argued that it always paid Plaintiff
14 and the Class Members for any time worked, including overtime, and that its policies and practices
15 prohibit “off-the-clock” work. Moreover, the individualized nature of why this alleged work was
16 performed and the individualized nature of damages presented substantial concerns regarding the
17 manageability of the case and the risk the Court could find these issues prevented certification, and
18 the estimated damages for this claim were based on an assumption that all Class Members worked off
19 the clock for at least one hour per week.

20 32. Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class
21 Members for necessary business-related expenses, such as the usage of personal cell phones and
22 wireless internet for work-related purposes. Defendant contended that it had a policy and practice of
23 reimbursing employees for necessary business-related expenses. Defendant further contended that,
24 with respect to the alleged expenses for which Plaintiff and the other Class Members never requested
25 reimbursement from Defendant, it did not know and had no reason to know that alleged business-
26 related expenses had been incurred. Defendant further contended that the reason for why a Class
27 Member undertook certain expenses, while not others, and failed to receive reimbursement for certain
28 expenses while not others, would raise individual issues that could not be certified.

1 33. There are also substantial risks associated with Plaintiff's waiting time penalties and
2 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
3 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
4 certification was denied on those underlying claims, these derivative claims for penalties would also
5 likely fail. Further, even if Plaintiff prevailed on her underlying claims, she would still be required to
6 demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations.
7 Wage statement claims have also seen varying treatment at the appellate level because such claims
8 have an element of discretion attached to them rather than a pure calculation of damages after liability
9 is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendant's
10 estimated liability, were therefore uncertain.

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

20 35. Therefore, taking into account how each of the above risks potentially effected
21 Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the
22 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's
23 estimated liability based on the challenges facing her ability to succeed on class certification by 65%
24 to \$2,265,521. The merits-based risk factors further reduced Defendant's estimated liability by an
25 additional 65%. This resulted in an adjusted estimated liability of \$792,932. In light thereof, the
26 settlement amount of \$500,000.00 is a significant settlement.

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1 36. Class Counsel also separately contemplated the risks of proceeding with the PAGA
2 claims and potential liability Defendant could face from these claims as part of the global resolution.
3 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying
4 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
5 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
6 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it
7 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
8 Class Counsel also anticipated Defendant would argue that the violations per pay period were low,
9 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
10 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
11 enforcement of California's labor laws by financing state activities and educating and deterring non-
12 compliance.

13 37. Therefore, after considering this multitude of factors, we concluded that it was in the
14 best interest of the State of California and the PAGA Employees to enter into the Settlement, and to
15 allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount towards
16 the PAGA claims, which represents approximately 10% of the Gross Settlement Amount. This
17 percentage of the settlement is well-within the range of wage and hour settlements regularly approved
18 in both state and federal court for cases that include both a class and PAGA action. Typically, such
19 hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed,
20 settlements allocations as little as 0.22% of the gross settlement amount have been approved as
21 reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only
22 from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to
23 promote enforcement of California's labor laws, provide funds to the state, and deter future non-
24 compliance by the employer.

25 38. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.
26 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
27 California and is within the accepted range of recoveries for this type of litigation given the inherent
28 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further

1 litigation.

2 ***Enhancement Payment***

3 39. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement
4 Payment of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Vivian Huynh. This
5 Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this case,
6 and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested
7 Enhancement Payment is disclosed to the Class Members in the Class Notice.

8 ***Attorneys' Fees and Costs***

9 40. The attorneys' fees incurred by Class Counsel are in line with the common fund
10 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an
11 amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$166,666.67 if the Gross
12 Settlement Amount is \$500,000.00) and actual litigation costs and expenses in an amount not to exceed
13 Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00), which will be paid out of the Gross
14 Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and
15 costs of litigation and will not receive any compensation until recovery is obtained.

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

23 42. Class Counsel has litigated this matter for over a year and was actively preparing this
24 matter for trial. The Motion for Final Approval will elaborate on the nature of the legal services
25 provided, the time incurred in performing those services, and Class Counsel's hourly rates. The
26 Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel.
27 Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the Class
28 Notice.

1 *Notice to the Class*

2 43. The Parties have agreed to retain Apex Class Action LLC (“Apex” or “Settlement
3 Administrator”) to handle the notice and settlement administration process. The Parties respectfully
4 request that the Court appoint Apex to handle these procedures and to serve as the Settlement
5 Administrator. Defendant will provide Apex with the Class List and Apex will calculate each Class
6 Member’s estimated Individual Settlement Share and each PAGA Employee’s estimated Individual
7 PAGA Payment. Apex will also receive and process Requests for Exclusion, Notices of Objection,
8 and Workweek Disputes; will provide necessary reports and declarations; will calculate, subtract, and
9 transmit necessary taxes and withholdings with respect to the wages portion of the Individual
10 Settlement Shares; will prepare and submit informational and other tax filings and documents; will
11 issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing
12 Individual Settlement Payment checks to the Settlement Class Members and Individual PAGA
13 Payment checks to the PAGA Employees; and perform any other usual and customary duties for
14 administering a class action settlement.

15 44. I am not aware of an alternative method of providing notice to the Class which would
16 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
17 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
18 method, skip tracing will be performed, if necessary.

19 *Notice of Settlement to the LWDA*

20 45. In accordance with California Labor Code section 2699(1)(2), on May 29, 2025, a copy
21 of the proposed Settlement was submitted to the LWDA via online submission through the LWDA’s
22 website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto
23 as **Exhibit 4**.

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

26 Executed on June 27, 2025, at New York, New York.

27 

28 Alexandra Rose

EXHIBIT 1

- *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.
- *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.
- *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 Nayabhil 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.
- *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.
- *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 2

September 19, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Vivian Huynh v. Technical Safety Services, LLC*

Dear Representative:

This office represents Vivian Huynh (“Claimant”) with respect to their claims under the California Labor Code against Technical Safety Services, LLC (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately October 2022 to June 2023 as a non-exempt, hourly-paid employee. During her employment with Employers, Claimant was employed as an Accounts Receivable Clerk at 620 Hearst Ave, Berkeley, CA 94710.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to answer calls regarding billing. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their

regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements

provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones and wireless internet for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code

section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam Schimmel

Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Technical Safety Services, LLC
505 5th Ave, Suite 900
Des Moines, IA 50309

Technical Safety Services, LLC
ATTN: Christina Cruz, Agent for Service of Process
620 Hearst Ave
Berkeley, CA 94710

EXHIBIT 3

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

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

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

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

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

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

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

dd. “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.

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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

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

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

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

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

8 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
9 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
10 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
11 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
12 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
13 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
14 submitted, and also identify the individuals who have submitted a timely and valid Request for
15 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
16 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
17 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
18 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
19 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
20 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
21 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
22 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
23 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
24 Final Approval to the Settlement. Notwithstanding the above, the State of California all PAGA
25 Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment,
26 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

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

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

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

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

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

18 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
19 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
20 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
21 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
22 **THE DEBTOR OR RELEASED PARTY.**

23 41. Final Approval Order and Judgment. The Parties shall provide the Settlement
24 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
25 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
26 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
27 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 4

Thank you for your Proposed Settlement Submission

Desde DIR PAGA Unit <no-reply@formassembly.com>

Fecha Jue 29 May 2025 17:18

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

05/29/2025 05:17:50 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>