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DE BLOUW LLP**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SACRAMENTO**

GREGORY TAYLOR, an individual, on  
behalf of himself, and on behalf of all persons  
similarly situate,

Plaintiffs,

vs.

RACE TELECOMMUNICATIONS, LLC., a  
California Limited Liability Company; and  
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **23CV012232**

**DECLARATION OF KYLE NORDREHAUG  
IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT**

Hearing Date: April 18, 2025  
Hearing Time: 9:00 a.m.  
Reservation ID # **A-12232-001**

Judge: Hon. Jill H. Talley  
Dept: 23

Date Filed: November 27, 2023  
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,  
3 counsel for Plaintiff Gregory Taylor ("Plaintiff") in this matter. As such, I am fully familiar with  
4 the facts, pleadings and history of this matter. The following facts are within my own personal  
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff's unopposed motion for  
7 preliminary approval of the proposed class action settlement with Defendant Race  
8 Telecommunications, LLC ("Defendant"), which motion seeks entry of an order: (1) preliminarily  
9 approving the proposed settlement of this class action with Defendant; (2) for settlement purposes  
10 only, conditionally certifying the Class, which is comprised of "all individuals who are or previously  
11 were employed by Defendant in California and classified as a non-exempt employee at any time  
12 during the Class Period", which is November 27, 2019 through January 31, 2025; (3) provisionally  
13 appointing Plaintiff as the representative of the Class; (4) provisionally appointing Blumenthal  
14 Nordrehaug Bhowmik De Blouw LLP as Class Counsel; (5) approving the form and method for  
15 providing class-wide notice; (6) directing that notice of the proposed settlement be given to the  
16 class; (7) appointing ILYM Group, Inc. as Administrator, and (8) scheduling a final approval  
17 hearing date, proposed for September 5, 2025 which is at least 120 days from preliminary approval,  
18 to consider Plaintiff's motion for final approval of the settlement and for approval of attorneys' fees  
19 and expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and  
20 PAGA Settlement Agreement ("Agreement") along with exhibits thereto. This Declaration  
21 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have  
22 the same meaning as set forth in the Agreement. The Court's Checklist is addressed here in order:

23  
24 **A. CHECKLIST OF APPROVAL OF CLASS ACTION SETTLEMENT**  
25 **AND/OR PAGA SETTLEMENTS** - In compliance with Sacramento Superior Court, Local Rule  
26 2.99.05, I attest that (1) I have reviewed the Checklist of Approval of Class Action Settlement  
27 and/or PAGA Settlements ("Checklist") and (2) Plaintiff's motion papers were prepared in  
28

1 compliance with the Checklist. The following is an identification of each item in the checklist with  
2 numbers corresponding to the number in the checklist:

3 1. The description of the case and claims, along with the procedural  
4 history is set forth below at ¶¶ 7-14.

5 2. Attached hereto as Exhibit #1 is a copy of the fully executed Class  
6 Action and PAGA Settlement Agreement ("Agreement") along with exhibits thereto.

7 3. The Gross Settlement Amount is Eight Hundred Thirty Seven  
8 Thousand Dollars (\$837,000) to be paid by Defendant, as set forth in the Agreement at ¶ 1.22.

9 4. The Gross Settlement Amount of \$837,000 is non-reversionary.  
10 (Agreement at ¶ 1.22.)

11 5. The Gross Settlement Amount of \$837,000 is non-reversionary  
12 and the payments to the Class will be mailed automatically

13 6. The following is a table of the key financial terms of the Settlement  
14 and the proposed deductions:

15 **\$837,000** (Gross Settlement Amount)

16 - \$20,000 (Plaintiff's proposed service award - not to exceed amount)

17 - \$45,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)

18 - \$279,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)

19 - \$20,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)

20 - \$9,000 (Administration Expenses Payment - not to exceed amount)

21 **\$464,250** (Net Settlement Amount).

22 7. As set forth in Agreement at ¶ 3.2(e)(i), the Individual  
23 Class Payments payable to Participating Class Members will be paid from the Net Settlement  
24 Amount and allocated as follows: 20% of each Participating Class Member's Individual Class  
25 Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions  
26 are subject to payroll tax withholding and will be reported on an IRS W-2 Form. 80% of each  
27 Participating Class Member's Individual Class Payment will be allocated to settlement of claims for  
28 non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The

1 Non-Wage Portions are not subject to payroll tax withholdings and will be reported on IRS 1099  
2 Forms. Defendant will pay the employer's share of the payroll taxes for the wage portion of the  
3 Individual Class Payments in addition to the Gross Settlement Amount. (Agreement at ¶ 3.1.)

4 8. No duties are being placed on the Class Members to receive payment.  
5 The Individual Class Payments will be mailed out automatically to all Class Members who do not  
6 opt out.

7 9. For purposes of this Settlement, the "Class" is defined as "all  
8 individuals who are or previously were employed by Defendant in California and classified as a  
9 non-exempt employee at any time during the Class Period." (Agreement at ¶ 1.5.) The Class Period  
10 is from November 27, 2019 to January 31, 2025. (Agreement at ¶ 1.13.) From the Net Settlement  
11 Amount, the Individual Class Payment for each Participating Class Member will be calculated by  
12 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all  
13 Participating Class Members during the Class Period and (b) multiplying the result by each  
14 Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Defendant has represented that  
15 the Class consists of approximately 531 Class Members who collectively worked a total of 31,422  
16 Workweeks. The Parties further agree The Gross Settlement Amount will increase proportionally  
17 with added Workweeks if the actual number of Workweeks in the Class Period is more than 10% of  
18 31,000 Workweeks, i.e., more than 34,100 Workweeks. (Agreement at ¶ 9.)

19 10. The "Released Class Claims" are all claims that were alleged, or  
20 reasonably could have been alleged, based facts stated in the Operative Complaint which occurred  
21 during the Class Period during employment in a non-exempt position in California. Except as  
22 expressly set forth in the Agreement, Participating Class Members do not release any other claims,  
23 including claims for vested benefits, wrongful termination, violation of the Fair Employment and  
24 Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class  
25 claims based on facts occurring outside the Class Period. (Agreement at ¶ 1.38.) The investigation  
26 performed and how the settlement was reached before a mediator is discussed below.

27 11. The scope of the release complies with *Amaro* as it is limited to the  
28

1 claims that “were alleged, or reasonably could have been alleged, based [on the] facts stated in the  
2 Operative Complaint”. (Agreement at ¶ 1.38.)

3 12. Both the Class Period and the release period end on January 31, 2025.

4 13. The discussion of the valuation of claims is set forth below at  
5 paragraph 6 and the discussion of the risks and defenses to the claims is set forth below at  
6 paragraphs 24-26.

7 14. The “Aggrieved Employees” are “all individuals who are or  
8 previously were employed by Defendant in California and classified as a non-exempt employee at  
9 any time during the PAGA Period.” (Agreement at ¶ 1.4.) The PAGA Period is November 30,  
10 2022 to January 31, 2025. (Agreement at ¶ 1.31.) A discussion of the PAGA claim and its  
11 valuation is set forth in paragraph 33 below.

12 15. The settlement does not have a payment plan.

13 16. A discussion of the PAGA claim and its valuation is set forth in  
14 paragraph 33 below.

15 17. Based upon 531 Class Members who collectively worked 31,422  
16 Workweeks, the Gross Settlement Amount provides an average value of \$1,576 per Class Member  
17 and \$26 per Workweek and after deductions the Net Settlement Amount provides an average  
18 recovery of \$874.29 per Class Member and a recovery of \$14.77 per Workweek. The escalator  
19 provision ensures that the final recoveries are within a 10% buffer.

20 18. The settlement provides for a procedure whereby any settlement  
21 checks not cashed within 180 days will be voided and any funds represented by such checks sent to  
22 the California Controller's Unclaimed Property Fund in the name of the Class Member thereby  
23 leaving no "unpaid residue" subject to the requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

24 19. In accordance with the Agreement, Defendant will provide to the  
25 Administrator a confidential electronic spreadsheet containing the Class Data information.  
26 (Agreement at ¶ 4.2.) Within 14 days of receipt of the Class Data, the Administrator will mail the  
27 Class Notice to all Class Members via first-class U.S. Mail using the most current mailing address  
28 information available. (Agreement at ¶ 8.4(b).) The Class Notice, drafted jointly and agreed upon by

1 the Parties through their respective counsel and to be approved by the Court, includes all relevant  
2 information. (See Exhibit “A” to the Agreement.) The Class Notice will include, among other  
3 information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members  
4 if they do not opt out, including a description of the applicable release; (iii) information to the Class  
5 Members regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual  
6 Class Payment for each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be  
7 sought; (v) the amount of the Plaintiff’s service award request; and (vi) the anticipated expenses of  
8 the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days  
9 from the date that the Class Notice is mailed to them (the “Response Deadline”) to request  
10 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class  
11 Members shall be given the opportunity to object to the Settlement and/or requests for attorneys’  
12 fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class  
13 Members who do not submit a timely and proper request to opt-out will automatically receive a  
14 payment of their Individual Class Payment. This notice program was designed to meaningfully  
15 reach the Class Members and it advises them of all pertinent information concerning the Settlement.

16                   20. The Settlement provides for a fee award not to exceed one-third (1/3)  
17 of the Gross Settlement Amount (Agreement at ¶ 3.2(b)), which as discussed below at paragraph 34,  
18 is within the range of reasonableness for purposes of preliminary approval. The payment of Class  
19 Counsel attorneys’ fees shall be made only to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

20                   21. The settlement provides for attorneys' costs not to exceed \$45,000  
21 from the Gross Settlement Amount. (Agreement at ¶ 3.2(b).) Class Counsel will document the  
22 final amount and the specific itemization of these costs at final approval.

23                   22. Subject to Court approval, the Agreement provides for a  
24 payment of no more than \$20,000 to the Plaintiff as his Class Representative Service Payment.  
25 (Agreement at ¶ 3.2(a).) The service award is addressed below at paragraphs 27 and 35, and is  
26 supported by a declaration from the Plaintiff filed in support of this motion.

27                   23. Besides the actions identified as part of this settlement at paragraph  
28

1 1.1 of the Agreement brought by the Plaintiff, I am unaware of any other related cases pending  
2 against Defendant which would be impacted by this settlement. I have searched the LWDA  
3 database which evidences that there are no other currently pending PAGA complaints served against  
4 Defendant (other than PAGA notice served by the Plaintiff in this Action).

5  
6 **B. CLASS ADMINISTRATION AND CLASS NOTICE:**

7 1. Settlement Administration - After seeking bids from qualified  
8 administrators, ILYM Group, Inc. was selected as the Administrator, as ILYM Group provided an  
9 estimate of \$7,950 to perform the settlement administration for a Class of up to 522. I have used  
10 ILYM Group successfully as the administrator in more than twenty class settlements in the last  
11 couple years and know them to be competent and experienced. My firm has no relationship or  
12 connection with ILYM Group, and thus no conflict of interest exists. Submitted herewith is the  
13 Declaration of Anthony Rogers from ILYM Group which includes the estimate for administration  
14 from ILYM Group. There will be a website for this settlement, the location of which will be  
15 provided to the Class in the Court notice and that is where relevant documents, including the  
16 Judgment, will be posted for viewing by the Class. (See Agreement at Exhibit A, section 10.)

17 2. Class Notice - The Class Notice, drafted jointly and agreed upon by  
18 the Parties through their respective counsel and to be approved by the Court, includes all relevant  
19 information. (See Exhibit "A" to the Agreement.) The Class Notice will include, among other  
20 information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members  
21 if they do not opt out, including a description of the applicable release; (iii) information to the Class  
22 Members regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual  
23 Class Payment for each of the Class Members; (v) the amount of attorneys' fees and expenses to be  
24 sought; (v) the amount of the Plaintiff's service award request; and (vi) the anticipated expenses of  
25 the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days  
26 from the date that the Class Notice is mailed to them (the "Response Deadline") to request  
27 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class  
28 Members shall be given the opportunity to object to the Settlement and/or requests for attorneys'

1 fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class  
2 Members who do not submit a timely and proper request to opt-out will automatically receive a  
3 payment of their Individual Class Payment. This notice program was designed to meaningfully  
4 reach the Class Members and it advises them of all pertinent information concerning the Settlement.  
5

6 Fairness of Settlement

7 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount  
8 of Eight Hundred Thirty Seven Thousand Dollars (\$837,000) (the “Gross Settlement Amount”) is to  
9 be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all  
10 issues pending in the Action between the Parties and will be made in full and final settlement of the  
11 Released Class Claims in exchange for the payments to Participating Class Members from the Net  
12 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'  
13 fees and costs, (c) the Class Representative Service Payment, and (d) the PAGA Penalties payment  
14 allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.) The  
15 following is a table of the key financial terms of the Settlement and the proposed deductions:

16 **\$837,000** (Gross Settlement Amount)

- 17 - \$20,000 (Plaintiff’s proposed service award - not to exceed amount)  
18 - \$45,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)  
19 - \$279,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)  
20 - \$20,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)  
21 - \$9,000 (Administration Expenses Payment - not to exceed amount)

22 **\$464,250** (Net Settlement Amount)  
23

24 4. The relief provided in the Settlement will benefit all members of the Class. The  
25 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.  
26 Payments to the Class Members are all determined under a neutral methodology. Each Participating  
27 Class Member will receive the same opportunity to participate in and receive payment through a  
28 neutral formula that is based upon the Workweeks for that individual.

1           5.       On December 16, 2024, the Parties participated in an all-day mediation session  
2 presided over by Gig Kyriacou, Esq., a respected and experienced mediator of wage and hour class  
3 actions. In preparation for the mediation, Defendant provided Class Counsel with timekeeping and  
4 employment data and other information regarding the Class Members, various internal documents,  
5 and other compensation and employment-related materials. Class Counsel analyzed the data with  
6 the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to  
7 the mediator. The final settlement terms were negotiated and set forth in the Agreement now  
8 presented for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this  
9 Settlement is fair, reasonable, and adequate.

10           6.       **Maximum Valuation and Discounted Valuation.** Based upon 531 Class Members  
11 who collectively worked 31,422 Workweeks, the Gross Settlement Amount provides an average  
12 value of \$1,576 per Class Member and \$26 per Workweek and after deductions the Net Settlement  
13 Amount provides an average recovery of \$874.29 per Class Member and a recovery of \$14.77 per  
14 Workweek. The calculations to compensate for the amount due for the Class at the time of the  
15 mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose  
16 claims are at issue in this Action, Plaintiff used this expert to analyze the data and determine the  
17 potential unpaid wages for the employees. The maximum potential damages were calculated to be  
18 \$943,132 for the alleged unpaid wages due to off-the-clock work at 1 hour per week, \$9,630 for the  
19 alleged unpaid wages due to the miscalculation of the regular rate, \$1,369,771 for alleged meal  
20 period damages based upon a 58.5% potential violation rate for shifts observed in the time records,  
21 and \$1,369,771 for alleged rest period damages based upon the same 58.5% potential violation rate  
22 observed for meal breaks, \$62,995 for alleged unreimbursed business expenses for personal cell  
23 phone usage at \$5 per month. As a result, the total damage valuation was calculated that Defendant  
24 was subject to a maximum damage claim in the amount of \$3,755,299. As to potential penalties,  
25 Plaintiff calculated that potential waiting time penalties were a maximum of \$1,051,044, and  
26  
27  
28

1 potential maximum wage statement penalties were \$719,500.<sup>1</sup> Defendant vigorously disputed  
2 Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of  
3 \$837,000 represents more than 22% of the maximum value of the alleged damages at issue in this  
4 case at the time this Settlement was negotiated. Importantly, the recent decision that good faith  
5 belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056,  
6 1065 (2024), could completely negate the claims for waiting time and wage statement penalties,  
7 even if wages were owed to the Class. The above maximum calculations should then be adjusted in  
8 consideration for both the risk of class certification and the risk of establishing class-wide liability  
9 on all claims. Given the amount of the settlement as compared to the potential value of claims in  
10 this case and the defenses asserted by Defendant, this settlement is fair and reasonable. Specific  
11 details as to the calculation and valuation of the claims for purposes of mediation and the  
12 negotiation of the Settlement are as follows:

- 13           **A. Payroll and Timekeeping Data.** Defendant is a fiber internet provider in  
14 California. Plaintiff received and Plaintiff's expert analyzed time punch data  
15 which covered 373 employees, 12,405 shifts worked and 3,270 workweeks,  
16 which was then extrapolated to the entire Class at the time of mediation.  
17 Based on the data received, the average hourly rate for the Class used in the  
18 class-wide valuation calculations was \$24.26.
- 19           **B. Alleged Off-The-Clock Work.** The off-the-clock claim is based on  
20 allegations that Defendant knew or should have known the Class Members  
21 worked due to consistent phone calls and text messages before and after work  
22 shifts and working during lunches. As a result, they were systematically  
23

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24           <sup>1</sup> While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
25 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses  
26 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for  
27 meal or rest periods or other wages were owed given Defendant's position that Plaintiff and Class  
28 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576,  
584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good  
faith dispute as to whether and when the wages were due.").

1 subjected to this alleged uncompensated work time. Off-the-clock damages  
2 assume employees were not paid 1 hour per workweek. Unpaid off-the-clock  
3 time based on 1 hour per week sums up to 27,636 total unpaid OTC hours.  
4 93% of these hours are assumed overtime. Unpaid OTC wages are calculated  
5 as the sum of unpaid regular OTC wages (at hourly rate) and unpaid overtime  
6 OTC wages (at 1.5x hourly rate). As a result, the maximum value of the  
7 claim for unpaid wages due to alleged off-the-clock work was \$943,132. In  
8 light of the Defendant's policies requiring work time to be properly recorded  
9 by the employee, Plaintiff believes that class certification for this claim is  
10 uncertain and off-the-clock claims are difficult to on a class-wide basis for  
11 liability and recovery given the lack of documentation and the potential for  
12 individual variances as to time and experience, not to mention Defendant's  
13 position that this work time is in fact recorded. Plaintiffs discounted this  
14 maximum valuation for this claim by 30% for the risk of certification and  
15 30% for the risks of class-wide liability, resulting in a discounted value of  
16 \$84,881.

17 **C, Alleged Miscalculation of the Regular Rate.** Plaintiff alleges that when  
18 paying overtime, the Defendant incorrectly calculated the regular rate used for  
19 these wages. Plaintiff alleged that the following additional remunerations  
20 were not included in the regular rate: overtime: 2020 X - MAS BONUS -  
21 NETWORK (1), 2020 X - MAS BONUS - OUTSIDE P (1), 2020 X - MAS  
22 BONUS - SALES & (2), BONUS - NETWORK (1), BONUS - OUTSIDE  
23 PLANT (2), BONUS - SALES & MARKETING (5). 3.8% of employees and  
24 3.8% of pay periods have overtime underpayments. The damages are  
25 calculated as the differences between the overtime earnings, assuming these  
26 earnings were paid properly at the regular rate including all remunerations  
27 above, and the actual payouts. The alleged unpaid wages from the  
28 miscalculation of the regular rate applicable to overtime was calculated to

1 total \$9,630. Plaintiff believes this was a clear basis for liability as a matter  
2 of pure math, however, the damages for the Class are low. Plaintiff maintains  
3 that there is a high degree this claim would be certified and a high degree that  
4 liability could be establish on a class-wide basis. As a result, Plaintiffs did  
5 not really discount this claim when evaluating the reasonableness of a  
6 settlement.

7 **D. Meal Period Violations.** The meal period claim is based upon the analysis  
8 of time punch records. The time punch records reflect a meal break violation  
9 rate with waiver of 58.5% of shifts greater than 6 hours (56,462 unique  
10 violations out of 96,472 shifts greater than 6 hours). The pay data reflects no  
11 meal break premiums paid. The 56,462 unique meal break violations include  
12 44,310 late (after 5th hour), 10,506 missed (for shifts greater than 6 hours),  
13 3,188 short (under 30 minutes), and 2,004 missed 2nd meal breaks (for shifts  
14 greater than 12 hours). The damages for a missed period is one hour of pay  
15 under Labor Code §§266.7 and 512. As a result, the maximum potential  
16 damages for alleged meal period violations using the 58.5% potential  
17 violation rate were therefore calculated to be \$1,369,771. The meal period  
18 claim presents a medium likelihood of class certification, and a medium  
19 likelihood that class-wide recovery could be obtained at trial. Plaintiff  
20 discounted this maximum valuation for this claim by 50% for the risk of  
21 certification and 50% for the risks of class-wide liability, resulting in a  
22 discounted value of \$342,442.

23 **E. Alleged Rest Period Violations.** The rest period claim is difficult to  
24 calculate because California law does not require rest periods to be recorded.  
25 For this claim, Plaintiff used the same 58.5% violation assumption observed  
26 for meal breaks based upon the fact that the circumstances resulting in the  
27 meal period violation could likewise result in a similar failure to provide off  
28 duty rest periods. This likely overstates the rest period claim value as there

1 were likely some times a rest period was taken by Class Members even where  
2 a meal period was missed given the rest periods are easier to take. The  
3 damages for a missed period is one hour of pay under Labor Code §§266.7  
4 and 512. As a result, the maximum potential damages for alleged rest period  
5 violations using this 58.5% violation rate were estimated to be \$1,369,771.  
6 The rest period claim presents a low likelihood of class certification and a  
7 low likelihood that class-wide recovery could be obtained at trial. Plaintiff  
8 discounted this maximum valuation for this claim by 30% for the risk of  
9 certification and by 30% for the risks of class-wide liability, resulting in a  
10 discounted value of \$123,279.

11 **F. Alleged Business Expenses Reimbursement.** The expense reimbursement  
12 claim was based upon the personal cell phone usage for work purposes, such  
13 as calls from co-workers and managers for scheduling. Defendant countered  
14 that a company phone was provided, so personal cell phone usage was not  
15 necessary. The value of this claim used was \$5 per month to calculate that  
16 the maximum potential damages for the alleged failure to reimburse business  
17 expenses were \$62,995. Plaintiff believes that there is a medium likelihood of  
18 class certification for this claim, and low likelihood of class-wide liability  
19 because Defendant provided a company phone, thus liability was predicated  
20 on the company phone having poor service such that a personal phone had to  
21 be used. In light of the company phone, Defendant contended that any  
22 personal cell phone usage was merely convenient and voluntary such that  
23 reimbursement was not legally required. This defense could result in a denial  
24 of class certification and/or a denial of liability on this claim. Plaintiffs  
25 discounted this maximum valuation for this claim by 50% for the risk of  
26 certification and by 25% for the risks of class-wide liability and recovery,  
27 resulting in a discounted value of \$7,874.  
28

1           **G.     Alleged Waiting Time Penalties.** Waiting Time Penalties are calculated for  
2           all 160 terminated employees x 30 days x 8.7 hours per day. As such, the  
3           maximum value of the potential waiting time penalties were calculated to be  
4           \$1,051,044. This claim is entirely derivative of the unpaid wage claims  
5           above, and therefore suffers from the same risks, plus Defendant maintains  
6           additional defenses of a good faith defense specific to this claim. The recent  
7           decision that good faith belief dispute as to wages owed by the employer in  
8           *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could  
9           completely negate this claim even if wages were owed to the class. In light of  
10          the state of the law, and the Defendant's defenses not only to the predicate  
11          claims but also as to a good faith defense to the wage statement claim,  
12          Plaintiff discounted this claim significantly to \$28,378.

13          **H.     Alleged Wage Statement Penalties.** Wage Statement Penalties are  
14          calculated at \$50 for the initial violation and \$100 for each subsequent  
15          violation with a max of \$4,000 per employee (assumes 100% violation). The  
16          Wage Statement claim is predicated and is derivative of the above claims, so  
17          the maximum valuation assumed there was a violation in every pay period  
18          within the applicable one-year statute of limitation. The maximum value of  
19          the potential wage statement penalties were therefore calculated to be  
20          \$719,500. This claim is entirely derivative of the unpaid wage claims above,  
21          and therefore suffers from the same risks, plus Defendant maintains  
22          additional defenses of a lack of knowing and willful conduct specific to this  
23          claim. The recent decision that good faith belief of compliance by the  
24          employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065  
25          (2024), could completely negate this claim even if wages were owed to the  
26          class. In light of the state of the law, and the Defendant's defenses not only  
27          to the predicate claims but also as to a good faith defense to the wage  
28          statement claim, Plaintiff discounted this claim significantly to \$19,426.

- 1           **I. Total Discounted Valuation.** Based upon the above discounted valuations  
2           for each of the above class claims, the total discounted valuation for all class  
3           claims would be \$615,910, which compares favorably to the Gross  
4           Settlement Amount in this Settlement.
- 5           **J. Alleged PAGA Claim.** The PAGA Claim is not a class claim and the PAGA  
6           penalties are paid primarily (75%) to the State of California, and do not  
7           compensate for or release the individual claims of the employees. As such,  
8           the PAGA Claim is not included in this valuation, however, the PAGA claim  
9           is addressed separately below at paragraph 33.

10

11   Procedural History of the Litigation

12           7. On September 7, 2023, Plaintiff filed with the LWDA and served on Defendant a  
13   notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover  
14   civil penalties on behalf of Aggrieved Employees for various Labor Code violations. This PAGA  
15   Notice is attached hereto as Exhibit #3 for the Court's reference and also included a copy of the  
16   draft complaint with the PAGA Notice.

17           8. On November 27, 2023, Plaintiff commenced this Action by filing a Class Action  
18   Complaint against Defendant in the Superior Court of the State of California, County of Sacramento  
19   (the "Class Action"). This Class Action Complaint asserted class claims against Defendant for: (1)  
20   unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay  
21   minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay  
22   overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide  
23   required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide  
24   required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide  
25   accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to to  
26   reimburse employees for required expenses in violation of California Labor Code § 2802; (8) failure  
27   to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and, (9)  
28   failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246. On

1 November 28, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant  
2 (the “PAGA Action”). Plaintiff's Representative Action Complaint asserted claims against  
3 Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for alleged violations of  
4 Labor Code §§ 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512,  
5 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section  
6 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to  
7 Provide Seating), and the applicable Wage Order(s).

8 9. On February 24, 2025, Plaintiff filed a First Amended Class and Representative  
9 Action Complaint in the Class Action which added the claims in the PAGA Action. The First  
10 Amended Class and Representative Action Complaint is the operative complaint in the Action (the  
11 “Operative Complaint”). The separate PAGA Action was dismissed without prejudice.

12 10. Over the course of litigation, the Parties engaged in the investigation of the claims,  
13 including law and motion, informal discovery, and the production of thousands of pages of  
14 documents, class data, and other information, allowing for the full and complete analysis of  
15 liabilities and defenses to the claims in the Action. The information for mediation obtained by  
16 Plaintiff included: (1) data concerning the class; (2) payroll data and time punch data for the class  
17 covering 12,405 shifts worked and 3,270 workweeks; (3) Defendant’s wage and hour policies; (4)  
18 the employment file for the Plaintiff; and, (5) samples of wage statements provided by Defendant.  
19 As such, Class Counsel received the data and information for the Class, which was sufficient for  
20 Plaintiff’s expert to prepare the valuations of the claims for the Class.

21 11. Class Counsel has extensive experience in litigating wage and hour class actions in  
22 California. The Parties have intelligently litigated the Action since inception. During the course of  
23 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and  
24 Defendant have engaged in significant research and investigation in connection with the Action.  
25 Plaintiff obtained both formal and informal discovery and the production of relevant documents and  
26 data from the Defendant. Class Counsel has thoroughly analyzed the value of the claims during the  
27 prosecution of this Action and utilized an expert to perform an analysis of the data and valuation of  
28 the claims.

1           12.     Plaintiff and Defendant agreed to discuss resolution of the Action through a  
2 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of  
3 documents and information in connection with the Action. On December 16, 2024, the Parties  
4 participated in an all-day mediation presided over by Gig Kyriacou, a respected mediator of wage  
5 and hour representative and class actions. Following the mediation, each side, represented by its  
6 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which  
7 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms  
8 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and  
9 contentious.

10           13.     Although a settlement has been reached, Defendant denies any liability or  
11 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for  
12 any purpose other than settlement, the Action is appropriate for class and/or representative  
13 treatment. Defendant contends, among other things, that it has complied at all times with the  
14 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,  
15 Defendant contends that class certification is inappropriate for any reason other than for settlement.  
16 Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contends  
17 that the Action is appropriate for class certification on the basis that the claims meet the requisites  
18 for class certification. Without admitting that class certification is proper, Defendant has stipulated  
19 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.6). The  
20 Parties agree that certification for settlement purposes is not an admission that class certification is  
21 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the  
22 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties  
23 stipulate and agree that the requisites for establishing class certification with respect to the Class are  
24 satisfied.

25           14.     Class Counsel has conducted an investigation into the facts of the class action.  
26 Informal discovery was obtained, which included the production of thousands of pages of  
27 documents. Class Counsel engaged in a thorough review and analysis of the relevant documents  
28 and data with the assistance of an expert. Accordingly, the agreement to settle did not occur until

1 Class Counsel possessed sufficient information to make an informed judgment regarding the  
2 likelihood of success on the merits and the results that could be obtained through further litigation.  
3 In addition, Class Counsel previously negotiated settlements with other employers in actions  
4 involving nearly identical issues and analogous defenses. Based on the foregoing data and their own  
5 independent investigation, evaluation and experience, Class Counsel believes that the settlement  
6 with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in  
7 the best interest of the Class in light of all known facts and circumstances, including the risk of  
8 significant delay, defenses asserted by Defendant, and potential appellate issues.

9  
10 Settlement Terms and Plan of Allocation

11 15. The Gross Settlement Amount is Eight Hundred Thirty-Seven Thousand Dollars  
12 (\$837,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of  
13 the following elements: (1) payment of the Individual Class Payments to the Participating Class  
14 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)  
15 Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff;  
16 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does  
17 not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement  
18 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

19 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay  
20 payroll taxes thereon no later than 14 days after the Effective Date. (Agreement at ¶ 4.3.) The  
21 distribution of Individual Class Payments to Participating Class Members will be made within 14  
22 days after Defendant funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

23 17. The amount remaining in the Gross Settlement Amount after the deduction of  
24 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class  
25 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation  
26 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement  
27 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at  
28 ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each

1 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the  
2 total number of Workweeks worked by all Participating Class Members during the Class Period and  
3 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶  
4 3.2(e).) Workweeks will initially be based on Defendant's records, however, Class Members will  
5 have the right to challenge the number of Workweeks.

6 18. Class Members may choose to opt-out of the Settlement by following the directions  
7 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be  
8 deemed Participating Class Members who will be bound by the Settlement and will be entitled to  
9 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including  
10 those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and  
11 will remain subject to the release of the Released PAGA Claims regardless of their request for  
12 exclusion from the Class. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise  
13 the Class Members of their right to object to the Settlement and/or dispute their Workweeks.  
14 (Agreement at ¶¶ 8.6 and 8.7, and Ex. A.)

15 19. Participating Class Members must cash their Individual Class Payment check within  
16 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days  
17 will be voided and any funds represented by such checks sent to the California Controller's  
18 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"  
19 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).  
20 (Agreement at ¶ 5.4.)

21 20. Subject to Court approval, the Parties have agreed on ILYM Group, Inc. to  
22 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator  
23 will be paid for settlement administration in an amount not to exceed \$8,750. (Agreement at ¶  
24 3.2(c).) ILYM Group, Inc. provided an estimate of \$7,950 for administration expenses.

25 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded  
26 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.  
27 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of  
28 Class Counsel Litigation Expenses Payment in an amount not to exceed \$45,000. (Agreement at ¶

3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$20,000 for the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

22. Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$20,000. (Agreement at ¶¶ 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency (“LWDA”) as its share of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay Periods.<sup>2</sup> (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this motion and the Agreement.

#### Risks of Continued Litigation and Standards for Approval

23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate and trying this Action against Defendant through possible appeals which could take several years. Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the Actions. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class Members.

24. Here, a number of defenses asserted by Defendant present serious threats to the claims of the Plaintiff and the other Class Members. Defendant asserted that Defendant’s practices complied with all applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all work time was properly recorded and compensation for that time was correctly compensated. Defendant contends that its meal and rest period policies fully complied

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<sup>2</sup> This PAGA Action was filed prior to June 2024, and therefore the prior version of Labor Code §2699 applies to the 75/25 allocation.

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

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

24 26. This settlement is therefore certainly entitled to preliminary approval. Were this  
25 case to go to trial, the Plaintiff and the other class members would need to prove, among other  
26 things, that wages were owed on a class-wide basis. As explained below, this was and is a  
27 substantial risk:  
28

1           A.     **Risks With Specific Claims and Their Class-Wide Valuations** - The specific  
2           claims also had risks which impacted both liability and the valuation of the claim.  
3           The claim based on the miscalculation of the regular rate as to sick pay was subject  
4           to Defendant's defense that the bonus remuneration was discretionary, and therefore  
5           did not need to be included in the regular rate. While liability and certification of  
6           this claim based on the miscalculation of the regular was strong in my opinion, the  
7           damages to the Class were very small. The meal and rest break claims present  
8           significant hurdles for class certification because of the potential for individual issues  
9           as to why a break was missed. In my experience, these claims would be difficult to  
10          certify. As to the alleged claim for off-the-clock-work, again this claims presented  
11          problems both as to certification and liability. Defendant could argue that the alleged  
12          tasks were either performed while clocked in or were otherwise negligible work time.  
13          Defendant disputed that the alleged off-the-clock work would amount to 1 hour per  
14          week as Plaintiff calculated, as Defendant contended that even if there was such  
15          unaccounted time, it was a sporadic such as a phone call and just a few minutes.  
16          Therefore, this claim would be difficult to prove and to value on a class-wide basis  
17          even if certified. As to the business expense claim, as discussed above, Defendant  
18          presented a near absolute defense to the claim in that a company phone was provided,  
19          and as such, the theory of liability was only that at times the company phone did not  
20          work because of poor coverage. Finally, as to the statutory penalties relating to  
21          waiting time and wage statements, these claims are both derivative of the above  
22          claims and are subject to their own defenses. As discussed above, the Defendant  
23          asserted significant defenses to all of the predicate violations, which means that  
24          under the new decision in *Naranjo*, even if the violations were proven, these  
25          penalties would be denied. As a result, the claims for statutory penalties could have  
26          no value through continued litigation.

27          27.     Plaintiff will apply to the Court for a Class Representative Service Payment in  
28

1 consideration for his service and for the risks undertaken on behalf of the Class. (Agreement at ¶  
2 3.2(a).) Plaintiff performed his duties admirably by working with Class Counsel over the course of  
3 litigation. The Declaration of the Plaintiff is submitted herewith in support. At this stage, the not to  
4 exceed amount for the requested service award is within the accepted range of awards for purposes  
5 of preliminary approval, subject to the Court's determination at final approval. *See e.g. Andrews v.*  
6 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at \*11 (C.D. Cal. 2022) (finding that  
7 the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*,  
8 2019 U.S. Dist. LEXIS 149865, at \*19 (N.D. Cal. 2019) (granting request for \$12,500 service  
9 award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018)  
10 (awarding \$12,500 where average class member payment was \$351); *Louie v. Kaiser Foundation*  
11 *Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service  
12 award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862,  
13 \*16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action and a pool of  
14 \$100,000 in enhancements).

15         28. The stage of the proceedings at which this Settlement was reached also militates in  
16 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has  
17 conducted a thorough investigation into the facts of the class action. Class Counsel began  
18 investigating the Class Members' claims before the Actions were filed, and during the course of  
19 litigation, Class Counsel engaged in informal discovery to obtain necessary information. Class  
20 Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was  
21 also experienced with the claims at issue here, as Class Counsel previously litigated and settled  
22 similar claims in other actions. Accordingly, the agreement to settle did not occur until Class  
23 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of  
24 success on the merits and the results that could be obtained through further litigation.

25         29. Based on the foregoing data and their own independent investigation and evaluation,  
26 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the  
27 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the  
28 Class in light of all known facts and circumstances, including the risk of significant delay, defenses

1 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel  
2 possessed sufficient information to make an informed judgment regarding the likelihood of success  
3 on the merits and the results that could be obtained through further litigation.

4  
5 Class Certification Issues

6 30. Plaintiff contends that the proposed settlement meets all of the requirements for class  
7 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,  
8 the Court may appropriately approve the Class as defined in the Agreement. This Court should  
9 conditionally certify the Class for settlement purposes only, defined as follows:

10 All individuals who are or previously were employed by Defendant in California and  
11 classified as a non-exempt employee at any time during the Class Period.

12 (Agreement at ¶ 1.5.)

13 The Class Period is from November 27, 2019 to January 31, 2025. (Agreement at ¶ 1.13.)

14 a. **Numerosity** - Here, Plaintiff asserts that the 531 current and former  
15 employees that comprise the Class can be identified based on Defendant's records and are  
16 sufficiently numerous for class certification.

17 b. **Common Issues Predominate** - Here, Plaintiff contends that common  
18 questions of law and fact are present, specifically the common questions of whether Defendant's  
19 employment practices were lawful, whether Defendant failed to provide meal and rest periods to  
20 Class Members, whether Class members were lawfully compensated for all hours worked, whether  
21 Defendant failed to provide required expense reimbursement, and whether Class Members are  
22 entitled to damages and penalties as a result of these practices. Plaintiff contends that certification  
23 of this Class is appropriate because Defendant allegedly engaged in uniform practices with respect  
24 to the Class Members. As a result, these common questions of liability could be answered on a  
25 class wide basis.

26 c. **Typicality** - In this Action, Plaintiff contends that the typicality requirement  
27 is fully satisfied. Plaintiff, like every other member of the Class, was employed by Defendant as a  
28 non-exempt employee, and, like every other member of the Class, were subject to the same

1 employment practices. Plaintiff, like every other member of the Class, also claims owed  
2 compensation as a result of the Defendant's uniform company policies and practices. Thus, the  
3 claims of Plaintiff and the members of the Class arise from the same course of conduct by  
4 Defendant, involve the same issues, and are based on the same legal theories.

5           d.       **Adequacy** - Plaintiff contends that the Class Members are adequately  
6 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest  
7 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This  
8 adequacy requirement is met here. First, Plaintiff is well aware of his duties as the representative of  
9 the Class and has actively participated in the prosecution of this case to date. Plaintiff effectively  
10 communicated with Class Counsel, provided documents and information to Class Counsel, and  
11 participated in the investigation and resolution of the Action. The personal involvement of the  
12 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached.  
13 Second, Plaintiff retained competent counsel who are experienced in employment class actions and  
14 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those  
15 of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of  
16 facts and legal theories. Under such circumstances, there can be no conflicts of interest, and  
17 adequacy of representation is satisfied.

18       31.       Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal  
19 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can  
20 competently represent the Class. Other lawyers at my firm and I have extensive class litigation  
21 experience. We have handled a number of class actions and complex cases and have acted both as  
22 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully  
23 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits  
24 involving complex issues of law and fact. My firm is particularly experienced in wage and hour  
25 employment law class actions, including claims for misclassification, overtime, expense  
26 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal  
27 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage  
28 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be

adequate counsel by the courts throughout California. We have been approved as experienced class counsel by both state and federal courts in California in contested class certification proceedings. A true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this settlement is defined as “all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.” I have reviewed my firm’s cases and representation of other plaintiffs and there is no conflict or representation which would prevent my firm from representing the interests of the Class this case. My firm only represents employees, and not employers. My firm has never represented Defendant nor any affiliate of the Defendant. My firm’s only interest in the subject matter of this litigation is to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the claims are all against different and distinct employers. I can think of no conflict that would arise in our representation of the Class and our adequate representation of the Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover, neither the Plaintiff nor Class Counsel have any affiliation with the proposed Administrator for this settlement. Thus, the adequacy requirement for my firm is satisfied.

32. The Class Notice, drafted jointly and agreed upon by the Parties through their respective counsel and to be approved by the Court, includes all relevant information. (*See Exhibit “A” to the Agreement.*) The Class Notice will include, among other information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out, including a description of the applicable release; (iii) information to the Class Members regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be sought; (v) the amount of the Plaintiff’s service award request; and (vi) the anticipated expenses of the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days from the date that the Class Notice is mailed to them (the “Response Deadline”) to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be

1 given the opportunity to object to the Settlement and/or requests for attorneys' fees and expenses  
2 and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not  
3 submit a timely and proper request to opt-out will automatically receive a payment of their  
4 Individual Class Payment. This notice program was designed to meaningfully reach the Class  
5 Members and it advises them of all pertinent information concerning the Settlement.

6 33. The PAGA Claim -

7 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201  
8 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The  
9 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a  
10 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the  
11 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of  
12 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on  
13 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of  
14 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that  
15 primary consideration. "The LWDA recognizes that this Court does not review the PAGA  
16 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is  
17 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent  
18 class members." (LWDA Response at p.4).

19 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the  
20 maximum value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be  
21 between \$368,350 and \$736,700 for a single violation in every one of the 7,367 pay periods at issue  
22 in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of  
23 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code  
24 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate  
25 per pay period but without stacking.<sup>3</sup> The PAGA allocation in the Settlement is the amount of

26 \_\_\_\_\_  
27 <sup>3</sup> Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.  
28 The valuation of between \$368,350 and \$736,700 is the civil penalty amount without stacking. If  
stacking is permitted, then the valuation increases with each additional penalty added to each pay

1 \$20,000. This allocation is justified by several important considerations. First, the PAGA claim  
2 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional  
3 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.  
4 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and  
5 I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA  
6 claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third,  
7 in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which  
8 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties  
9 awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the  
10 PAGA claim. Even if we assume that violations for all 7,367 pay periods were established, using  
11 the valuation from *Carrington* results in a potential recovery of only \$36,835 under PAGA. This  
12 means that the PAGA allocation in the Agreement is a reasonable percentage of this potential  
13 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the  
14 reasoning of the LWDA in *O'Connor v. Uber*.

15 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA  
16 claim, Class Counsel was also aware of what allocations other Courts have approved for similar  
17 PAGA settlements as compared to the total settlement amount. A class settlement that allocates  
18 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class is  
19 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts  
20 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total  
21 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA  
22 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,  
23 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5  
24 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)  
25 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist

26 \_\_\_\_\_  
27 period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the  
28 cases cited herein, only one penalty per pay period was assessed. The 2024 amendment to PAGA  
casts further doubt on whether stacking would be permitted.

1 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of  
2 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, \*1 (N.D.  
3 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund  
4 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, \*13 (E.D. Cal. 2012)  
5 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);  
6 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, \*9 (N.D. Cal. 2009) (approving PAGA allocation  
7 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,  
8 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,  
9 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420  
10 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25  
11 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC  
12 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);  
13 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties  
14 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,  
15 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or  
16 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*  
17 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA  
18 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.  
19 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000  
20 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)  
21 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*  
22 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)  
23 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*  
24 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as  
25 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,  
26 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA  
27 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*  
28 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA

1 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles  
2 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000  
3 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000  
4 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

5  
6 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the  
7 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and  
8 reasonable, and at the time of final approval, my firm will present lodestar to further support the  
9 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees  
10 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some  
11 of the class action awards obtained by Class Counsel in similar employment actions throughout the  
12 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total  
13 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles  
14 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee  
15 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*  
16 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class  
17 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*  
18 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil  
19 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December  
20 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.  
21 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and  
22 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange  
23 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-  
24 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*  
25 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher  
26 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,  
27 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy  
28 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On

1 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.  
2 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class  
3 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior  
4 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour  
5 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior  
6 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage  
7 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los  
8 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee  
9 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*  
10 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger  
11 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in  
12 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-  
13 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage  
14 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San  
15 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-  
16 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*  
17 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded  
18 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*  
19 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge  
20 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,  
21 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-  
22 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action  
23 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case  
24 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class  
25 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County  
26 Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a  
27 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento  
28 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee

award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

35. Class Representative Service Payment - The reasonableness of the requested service

award is also established by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los

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

19  
20 36. Potentially Related Other Actions - Besides this Action, I am unaware of any other  
21 related cases pending against Defendants which would be impacted by this settlement. I have  
22 searched the LWDA database which evidences that there are no other currently pending PAGA  
23 actions against Defendant (other than PAGA notice served in this case).

24  
25 37. Administration - After seeking bids from qualified administrators, ILYM Group, Inc.  
26 was selected as the Administrator, as ILYM Group provided an estimate of \$7,950 to perform the  
27 settlement administration for a Class of up 522. I have used ILYM Group successfully as the  
28 administrator in more than twenty class settlements in the last couple years and know them to be

1 competent and experienced. My firm has no relationship or connection with ILYM Group, and thus  
2 no conflict of interest exists. Submitted herewith is the Declaration of Anthony Rogers from ILYM  
3 Group which includes the estimate for administration from ILYM Group.

4  
5 Service on the LWDA:

6 38. At the same time as the filing and service of this declaration, I also served the  
7 LWDA with the entire motion for preliminary approval which service included the Class Action and  
8 PAGA Settlement Agreement. This service of the settlement on the LWDA is verified by the  
9 accompanying proof of service and a copy of the email receipt for this service is attached hereto as  
10 Exhibit #4.

11  
12 I declare under penalty of perjury under the laws of the State of California that the foregoing  
13 is true and correct. Executed this 21st day of March, 2025, at La Jolla, California.

14  
15 By: /s/ Kyle Nordrehaug  
16 Kyle Nordrehaug  
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**EXHIBIT #1**

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Gregory Taylor (“Plaintiff”) and defendant Race Telecommunications, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

### 1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” collectively means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned: (1) *Taylor vs. Race Telecommunications, LLC*, Case No. 23CV012232, filed on November 27, 2023 and pending in Superior Court of the State of California, County of Sacramento; and (2) *Taylor. vs. Race Telecommunications, LLC*, Case No. BCV-23-103963, PAGA Notice sent on September 7, 2023, filed on November 28, 2023 and pending in Superior Court of the State of California, County of Kern.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection

with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from November 27, 2019 to January 31, 2025.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Sacramento.
- 1.17. “Defendant” means Race Telecommunications, LLC.

- 1.18. “Defense Counsel” means Krista L. Mitzel, N. William Metke, and Lindley P. Fraley of The Mitzel Group, LLP
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Eight Hundred Thirty Seven Thousand Dollars (\$837,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period(s)” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from November 30, 2022 to January 31, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s September 7, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Gregory Taylor, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any

other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

- 1.39. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a nonexempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 1.40. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "Workweek(s)" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

## **2. RECITALS**

### **The Class Action**

- 2.1. On November 27, 2023, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Sacramento (the "Class Action"). Plaintiff Class Action Complaint asserted the following causes of action against Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and
- (i) Failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

### **The PAGA Action**

2.2. On November 28, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff’s Representative Action Complaint asserted claims against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for alleged violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

### **Pleading Amendment**

2.3. As part of this Agreement, the Parties stipulate to the filing of a First Amended Class and Representative Action Complaint (“FAC”) in the Class Action that adds the claims and parties from Plaintiff’s PAGA Action. The FAC shall be the operative complaint in the Action (the “Operative Complaint”), which was filed on February 24, 2025. Plaintiff will subsequently dismiss the separate PAGA Action without prejudice.

### **Mediation and Settlement**

2.4. On December 16, 2024, the Parties participated in an all-day mediation presided over by Gig Kyriacou, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement

replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

- 2.5. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.6. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending wage and hour or PAGA matters or actions asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$837,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$20,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a

Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$279,000, and a Class Counsel Litigation Expenses Payment of not more than \$45,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$8,750 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$8,750, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.
  - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each

Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
  - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

#### **4. SETTLEMENT FUNDING**

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 531 Class Members who collectively worked a total of 31422 Workweeks, and 497 Aggrieved Employees who worked a total of 22,842 PAGA Pay Periods.
- 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify

Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

## **5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT**

- 5.1. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is one hundred eighty (180) days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through

the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**6. RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

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

7.1. Defendant’s Responsibilities. Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defendant shall confirm in writing as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section

2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

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

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

## **8. SETTLEMENT ADMINISTRATION**

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
  - (b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
  - (c) Not later than seven (7) days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
  - (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
  - (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously

meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

#### 8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for

an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

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

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than seven (7) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written

objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- (f) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

**9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, for mediation, Defendant represented that the Class consists of 474 Class Members who collectively worked a total of 31,000 Workweeks. The Gross Settlement Amount will increase proportionally with added Class Members and/or added Workweeks if the actual number of Class Members and/or Workweeks in the Class Period is more than 10% of the estimate stated herein in this paragraph, i.e., more than 34,100 Workweeks.

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

**11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously

meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the

time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

### **13. ADDITIONAL PROVISIONS**

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or

words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of first the mediator and then Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

*To Plaintiffs and the Class:*

Norman B. Blumenthal  
Kyle R. Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
2255 Calle Clara

La Jolla, CA 92037  
Tel.: (858) 551-1223  
Fax: (858) 551-1232  
E-Mail: [norm@bamlawca.com](mailto:norm@bamlawca.com)  
[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

*To Defendant:*

Krista L. Mitzel  
N. William Metke  
Lindley P. Fraley  
The Mitzel Group, LLP  
44 Montgomery Street, Suite 1660  
San Francisco, California 94104  
Tel.: (415) 813-4984  
Fax: (415) 735-3572  
Email: [kmitzel@mitzelgroup.com](mailto:kmitzel@mitzelgroup.com)  
[wmetk@mitzelgroup.com](mailto:wmetk@mitzelgroup.com)  
[lfraley@mitzelgroup.com](mailto:lfraley@mitzelgroup.com)

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under section 583.310 for a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the final approval order and judgment or if not entered the date this Agreement shall no longer be of any force or effect

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

#### **14. EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: 03/20/2025

  
Greg Taylor (Mar 20, 2025 09:28 PDT)

Plaintiff Gregory Taylor

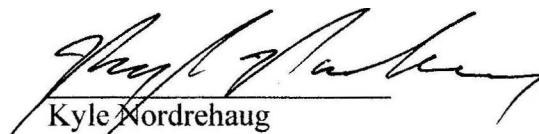
Dated: 3/20/2025

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Raul Alcaraz [name]

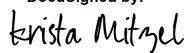
For Defendant Race Telecommunications, LLC

Dated: 3/20/25



Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiff

Dated: 3/20/2025

DocuSigned by:  
  
CEE4BC212C44492...

Krista L. Mitzel  
The Mitzel Group, LLP  
Attorney for Defendant

**EXHIBIT A**

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR  
FINAL COURT APPROVAL]

**EXHIBIT “A”**

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

***Taylor vs. Race Telecommunications, LLC, Superior Court of the State of California,  
County of Sacramento, Case No. 23CV012232***

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT  
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Defendant Race Telecommunications, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Gregory Taylor (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (November 27, 2019 through January 31, 2025) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (November 30, 2022 through January 31, 2025) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$\_\_\_\_\_>> (less withholding), and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$\_\_\_\_\_>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<\_\_\_\_\_>> workweeks** during the Class Period and **you worked <<\_\_\_\_\_>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and

Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims and Released PAGA Claims against Defendant as described in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Released Class Claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                  | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is ____.</b> | If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.<br><br>However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. |
| <b>Participating Class Members Can Object to the Class</b>                                                             | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Settlement</b></p> <p><b>Written Objections Must be Submitted by the Response Deadline _____</b></p>                                                          | <p>include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to any part of the settlement, including the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable.</p> <p>See Section <b>8</b> of this Notice.</p>                                                                                                                |
| <p><b>You Can Participate in the _____ Final Approval Hearing</b></p>                                                                                               | <p>The Court’s Final Approval Hearing is scheduled to take place on _____ at 9:00 a.m., at the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department 23 before Judge Jill H. Talley. This hearing may change as explained below in Section <b>9</b>.</p> <p>You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s zoom appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section <b>9</b> of this Notice.</p> |
| <p><b>You Can Challenge the Calculation of Your Workweeks / Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by the Response Deadline (_____)</b></p> | <p>The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers and want to challenge the number, you must do so by _____. See Section <b>5</b> of this Notice.</p>                                                            |

## 1. What is the Action about?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to pay the correct regular rate of pay when necessary, failing to pay for all time worked, failing to provide required meal periods and premiums for non-compliant meal periods, failing to provide required rest periods and premiums for non-compliant rest periods, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failing to pay sick pay and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”). Defendant denies that it has done anything wrong and disputes all the claims in the Action.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (November 27, 2019 through January 31, 2025).

## **2. What does it mean that the Action has settled?**

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Actions by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation, the outcome of which is uncertain. The negotiations were successful. By signing a lengthy written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## **3. What are the terms of the Settlement?**

**Gross Settlement Amount.** Defendant has agreed to pay an “all in” amount of **Eight Hundred Thirty-Seven Thousand Dollars (\$837,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes thereon no later than 14 days after the Effective Date. The “Effective Date” means the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is no longer subject to appeal. The settlement will be paid out 14 days after the Defendant pays the settlement funds.

**Court Approved Deductions from Gross Settlement Amount.** The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$8,750, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals

\$279,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$45,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. Class Representative Service Payment in an amount not more than \$20,000 for the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$20,000 relating to Plaintiff's claim under PAGA, \$15,000 of which will be paid to the State of California's Labor and Workforce Development Agency (LWDA"). The remaining \$5,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is November 30, 2022 through January 31, 2025.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$464,250. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

**If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has**

changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wage damages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Nothing contained in this Class Notice shall constitute advice regarding Participating Class Members' taxes or tax liability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will go to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member disputes over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

#### **4. What do I release under the Settlement?**

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based facts

stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a nonexempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

## **5. How much will my payment be?**

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

**Defendant's records reflect that you worked <<\_\_\_\_\_>> Workweeks during the Class Period (November 27, 2019 through January 31, 2025).**

**Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<\_\_\_\_\_>>.**

**Defendant's records reflect that you worked <<\_\_\_\_\_>> PAGA Pay Periods during the PAGA Period (November 30, 2022 through January 31, 2025). Based on this information your estimated Individual PAGA Payment is <<\_\_\_\_\_>>.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is \_\_\_\_\_ [sixty (60) days after the mailing of the Class Notice or 74 days in the case of re-mailing]. You may also fax the dispute to \_\_\_\_\_ or email the dispute to \_\_\_\_\_ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### **6. How can I get a payment?**

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

**Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.**

#### **7. What if I don't want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your Individual PAGA Payment, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is \_\_\_\_\_. You may also fax your request to opt out to \_\_\_\_\_ or email it to \_\_\_\_\_ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Taylor vs. Race Telecommunications, LLC* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Taylor vs. Race Telecommunications, LLC*, Case No. 23CV012232. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is \_\_\_\_\_. Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

## **8. How do I object to the Settlement?**

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for \_\_\_\_\_, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Taylor vs. Race Telecommunications, LLC* or via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and by entering the Case No. 23CV012232.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is \_\_\_\_\_** [sixty (60) days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax the objection to \_\_\_\_\_ or email the objection to \_\_\_\_\_ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Taylor vs. Race Telecommunications, LLC*, Case No. 23CV012232, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

### Administrator:

Name of Company: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Alternatively, or in addition to a written objection, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely via zoom. Check the Court's website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx#remote> for the most current information on how to appear for this hearing. Check the

Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

**CLASS COUNSEL:**

Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik DeBlouw LLP  
2255 Calle Clara  
La Jolla, CA 92037  
Tel.: (858) 551-1223  
Fax: (858) 551-1232  
E-Mail: [kyle@bamlawca.com](mailto:kyle@bamlawca.com)

**COUNSEL FOR DEFENDANT:**

Krista L. Mitzel  
N. William Metke  
Lindley P. Fraley  
The Mitzel Group, LLP  
44 Montgomery Street, Suite 1660  
San Francisco, California 94104

**9. Can I attend the Final Approval Hearing?**

You can, but don't have to, attend the Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on \_\_\_\_\_, in Department 23 of the Superior Court of California, County of Sacramento, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814, before Judge Jill H. Talley. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's tentative ruling website the day before at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> for the most current information on how to appear for this hearing.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Taylor vs. Race Telecommunications, LLC*. In addition, hearing dates are posted on the Internet via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and by entering the Case No. 23CV012232.

**10. How can I get more information?**

You may call the Administrator at \_\_\_\_\_ or write to *Taylor vs. Race*

*Telecommunications, LLC* Administrator, c/o \_\_\_\_\_.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Class Action and PAGA Settlement Agreement, the Judgment, the motion for final approval, or other Settlement documents by going to Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Taylor vs. Race Telecommunications, LLC* where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case No. 23CV012232. If you wish to view the Court files in person, you may go to the Clerk's Office at Room 102, 720 9th Street, Sacramento, CA 95814.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**IMPORTANT:**

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at [https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html).

**EXHIBIT B**

[ORDER GRANTING PRELIMINARY APPROVAL]

**EXHIBIT "B"**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

GREGORY TAYLOR, an individual, on  
behalf of himself and on behalf of all persons  
similarly situated,

Plaintiff,

vs.

RACE TELECOMMUNICATIONS, LLC, a  
California Limited Liability Company; and  
DOES 1 through 50, inclusive,

Defendants.

**CASE NO.: 23CV012232**

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date: \_\_\_\_\_  
Hearing Time: \_\_\_\_\_

Judge: Hon. Jill H. Talley  
Dept: 23

Date Filed: November 27, 2023  
Trial Date: Not set

This matter came before the Honorable Jill H. Talley of the Superior Court of the State of California, in and for the County Sacramento, on \_\_\_\_\_[DATE], for hearing on the unopposed motion by Plaintiff Gregory Taylor ("Plaintiff") for preliminary approval of the Settlement with Defendant Race Telecommunications, LLC ("Defendant"). The Court, having

PRELIMINARY APPROVAL ORDER

1 considered the briefs, argument of counsel and all matters presented to the Court and good cause  
2 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action  
3 Settlement.

4  
5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action and PAGA Settlement  
7 Agreement ("Agreement") attached as Exhibit \_\_\_\_ to the Declaration of Kyle Nordrehaug in  
8 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based  
9 on the Court's determination that the Settlement set forth in the Agreement is within the range of  
10 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil  
11 Procedure and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all  
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Gross Settlement Amount is Eight Hundred Thirty-Seven Thousand Dollars  
15 (\$837,000). It appears to the Court on a preliminary basis that the settlement amount and terms  
16 are fair, adequate, and reasonable as to all potential Class Members when balanced against the  
17 probable outcome of further litigation and the significant risks relating to certification, liability and  
18 damages issues. It further appears that investigation and research have been conducted such that  
19 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears  
20 to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as  
21 avoid the delay and risks that would be presented by the further prosecution of the Action. It  
22 further appears that the Settlement has been reached as the result of serious and non-collusive,  
23 arm's-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of  
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The  
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and  
27 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and  
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1 reasonable when balanced against the probable outcome of further litigation and the significant  
2 risks relating to certification, liability, and damages issues.

3         5.         The Agreement specifies for an attorneys' fees award not to exceed one-third of the  
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$45,000, and  
5 proposed Class Representative Service Payment to the Plaintiff in an amount not more than  
6 \$20,000. The Court will not approve the amounts of attorneys' fees and costs, nor the amount of  
7 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence  
8 supporting these requests, including lodestar, prior to final approval.

9         6.         The Court recognizes that Plaintiff and Defendant stipulate and agree to  
10 certification of a class for settlement purposes only. This stipulation will not be deemed  
11 admissible in this or any other proceeding should this Settlement not become final. For settlement  
12 purposes only, the Court conditionally certifies the Class which consists of "all individuals who  
13 are or previously were employed by Defendant in California and classified as a non-exempt  
14 employee at any time during the Class Period." The "Class Period" is November 27, 2019  
15 through January 31, 2025.

16         7.         The Court concludes that, for settlement purposes only, the Class meets the  
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:  
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
20 community of interest amongst the members of the Class with respect to the subject matter of the  
21 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)  
22 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class  
23 action is superior to other available methods for the efficient adjudication of this controversy; and  
24 (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate  
25 representative of the Class.

26         8.         The Court provisionally appoints Plaintiff as the representatives of the Class. The  
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,  
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1 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal  
2 Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

3 9. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount  
4 of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development Agency  
5 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this  
6 Agreement pursuant to the PAGA and \$5,000 to the Aggrieved Employees. “Aggrieved  
7 Employees” are all individuals who are or previously were employed by Defendant in California  
8 and classified as a non-exempt employee at any time during the PAGA Period (November 30,  
9 2022 through January 31, 2025). Pursuant to Labor Code section 2699, subdivision (l)(2), the  
10 LWDA will be provided notice of the Agreement and these settlement terms. The Court finds  
11 these PAGA Penalties to be reasonable.

12 10. The Court hereby approves, as to form and content, the Class Notice attached to the  
13 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately  
14 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right  
15 to be excluded from the Class by submitting a written opt-out request, and of each member’s right  
16 and opportunity to object to the Settlement. The Court further finds that the distribution of the  
17 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets  
18 the requirements of due process, is the best notice practicable under the circumstances, and shall  
19 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of  
20 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class  
21 Notice Packet is returned because of an incorrect address, the Administrator will promptly search  
22 for a more current address for the Class Member and re-mail the Class Notice Packet to any new  
23 address for the Class Member no later than seven (7) days after the receipt of the undelivered  
24 Class Notice.

25 11. The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than  
26 15 days after this Order, Defendant shall provide the Class Data to the Administrator. The  
27 Administrator shall perform address updates and verifications as necessary prior to the first  
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1 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)  
2 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all  
3 Class Members via first-class regular U.S. Mail to their last known address.

4       12. The Court hereby preliminarily approves the proposed procedure for exclusion  
5 from the Settlement. Any Class Member may individually choose to opt out of and be excluded  
6 from the Class as provided in the Class Notice by following the instructions for requesting  
7 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be  
8 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the  
9 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline  
10 for requests for exclusion will be extended an additional fourteen (14) days. A Request for  
11 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.  
12 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to  
13 any recovery under the Class Settlement and will not be bound by the Class Settlement or have  
14 any right to object, appeal or comment thereon. Class Members who have not requested exclusion  
15 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for  
16 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a  
17 group, class, or subclass of individuals is not permitted and will be deemed invalid.

18       13. Any Class Member who has not opted out may appear at the final approval hearing  
19 and may object or express the Member’s views regarding the Settlement and may present evidence  
20 and file briefs or other papers that may be proper and relevant to the issues to be heard and  
21 determined by the Court as provided in the Class Notice. Class Members will have until the  
22 Response Deadline to submit their written objections to the Administrator. Written objections  
23 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class  
24 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an  
25 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval  
26 Hearing to make an oral objection.

1           14.     A final approval hearing shall be held before this Court on \_\_\_\_\_  
2                     \_\_\_\_\_ at 9:00 a.m. in Department 23 at the Gordon D. Schaber Courthouse of the  
3 Sacramento County Superior Court to hear the motion for final approval and for attorneys' fees  
4 and costs, and to determine all necessary matters concerning the Settlement, including: whether  
5 the proposed settlement of the Action on the terms and conditions provided for in the Agreement  
6 is fair, adequate and reasonable and should be finally approved by the Court; whether the Final  
7 Approval Order and Judgment should be entered herein; whether the plan of allocation contained  
8 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and  
9 to finally approve attorneys' fees and costs, service award, and the fees and expenses of the  
10 Administrator. All papers in support of the motion for final approval and for attorneys' fees, costs  
11 and service awards shall be filed with the Court and served on all counsel no later than sixteen  
12 (16) court days before the hearing and the motion shall be heard at this final approval hearing.

13           15.     Neither the Settlement nor any exhibit, document, or instrument delivered  
14 thereunder shall be construed as a concession or admission by Defendant in any way that the  
15 claims asserted have any merit or that this Action was properly brought as a class or representative  
16 action, and shall not be used as evidence of, or used against Defendant as, an admission or  
17 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or  
18 omission by Defendant or with respect to the truth of any allegation asserted by any person.  
19 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,  
20 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts  
21 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or  
22 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,  
23 evidence of a presumption, concession, indication or admission by Defendant of any liability,  
24 fault, wrongdoing, omission, concession or damage.

25           16.     In the event the Settlement does not become effective in accordance with the terms  
26 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
27 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
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1 and the Parties shall revert to their respective positions as of before entering into the Agreement,  
2 and expressly reserve their respective rights regarding the prosecution and defense of this Action,  
3 including all available defenses and affirmative defenses, and arguments that any claim in the  
4 Action could not be certified as a class action and/or managed as a representative action. In such  
5 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or  
6 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of  
7 the Agreement with respect to the effect of the Agreement if it is not approved.

8 17. The Court reserves the right to adjourn or continue the date of the final approval  
9 hearing and all dates provided for in the Agreement without further notice to Class Members and  
10 retains jurisdiction to consider all further applications arising out of or connected with the  
11 proposed Settlement.

12 **IT IS SO ORDERED.**

13 Dated: \_\_\_\_\_

14 \_\_\_\_\_  
15 HON. JILL H. TALLEY  
16 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA  
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**EXHIBIT C**

[FINAL APPROVAL ORDER AND JUDGMENT]

**EXHIBIT "C"**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

GREGORY TAYLOR, an individual, on  
behalf of himself and on behalf of all persons  
similarly situated,

Plaintiffs,

vs.

RACE TELECOMMUNICATIONS, LLC, a  
California Limited Liability Company; and  
DOES 1 through 50, inclusive,

Defendants.

**CASE NO.: 23CV012232**

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

Hearing Date: \_\_\_\_\_  
Hearing Time: \_\_\_\_\_

Judge: Hon. Jill H. Talley  
Dept: 23

Date Filed: November 27, 2023  
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Gregory Taylor (“Plaintiff”) for an order finally  
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant  
3 Race Telecommunications, LLC (“Defendant”), attorneys’ fees and costs, service payment, and  
4 the expenses of the Administrator duly came on for hearing on \_\_\_\_\_ before the  
5 Honorable Jill H. Talley.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the  
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before  
12 the Superior Court for the State of California, in and for the County of Sacramento, and over all  
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the  
15 applicable law, the Court finds that the Gross Settlement Amount of Eight Hundred Thirty-Seven  
16 Thousand Dollars (\$837,000) and the terms set forth in the Agreement are fair, reasonable, and  
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length  
19 negotiations conducted after Class Counsel had adequately investigated the claims and became  
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the  
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other  
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On \_\_\_\_\_, the Court granted preliminary approval of the Settlement. At  
25 this same time, the Court approved conditional certification of the Class for settlement purposes  
26 only.

27 **Notice to the Class**

1           6.       In compliance with the Preliminary Approval Order, the Court-approved Class  
2 Notice was mailed by first class mail to members of the Class at their last-known addresses on or  
3 about \_\_\_\_\_. Mailing of the Class Notice to their last-known addresses was the best  
4 notice practicable under the circumstances and was reasonably calculated to communicate actual  
5 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the  
6 Class Members fully and accurately informed the Class Members of all material elements of the  
7 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion  
8 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied  
9 fully with the laws of the State of California, the United States Constitution, due process and other  
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided  
11 Class Members adequate instructions and a variety of means to obtain additional information.

12           7.       The Response Deadline for opting out or submitting written objections to the  
13 Settlement was \_\_\_\_\_, which for re-mailings was extended by fourteen (14) days. There  
14 was an adequate interval between notice and the deadline to permit Class Members to choose what  
15 to do and to act on their decision. A full and fair opportunity has been afforded to the Class  
16 Members to participate in this hearing, and all Class Members and other persons wishing to be  
17 heard have had a full and fair opportunity to be heard. Class Members also have had a full and  
18 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the  
19 Court determines that all Class Members who did not timely and properly submit a request for  
20 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

21           **Fairness of the Settlement**

22           8.       The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*,  
23 48 Cal. App. 4th 1794, 1801 (1996).

24               a.       The settlement was reached through arm's-length bargaining between the  
25 Parties during an all-day mediation before Gig Kyriacou, an experienced mediator of wage and  
26 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

27               b.       Plaintiff and Class Counsel's investigation and discovery have been  
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1 sufficient to allow the Court and counsel to act intelligently.

2 c. Counsel for all Parties are experienced in similar employment class action  
3 litigation. Class Counsel recommended approval of the Agreement.

4 d. The percentage of objectors and requests for exclusion is small. \_\_\_\_  
5 objections were received. \_\_\_\_\_ requests for exclusion were received.

6 e. The participation rate was high. \_\_\_\_\_ Class Members will be mailed a  
7 settlement payment, representing \_\_\_\_% of the overall Class.

8 9. The consideration to be given to the Class Members under the terms of the  
9 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the  
10 claims asserted in this action and is fair, reasonable, and adequate compensation for the release of  
11 Class Members' claims, given the uncertainties and significant risks of the litigation and the  
12 delays which would ensue from continued prosecution of the action.

13 10. The Agreement is approved as fair, adequate, and reasonable and in the best  
14 interests of the Class Members.

15 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

16 11. An award of \$\_\_\_\_\_ for attorneys' fees, representing one-third of the  
17 Gross Settlement Amount, and \$\_\_\_\_\_ for litigation costs and expenses, is reasonable,  
18 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and  
19 the results achieved by Class Counsel. The requested award has been supported by Class  
20 Counsel's lodestar and billing statement.

21 **Class Representative Service Payment**

22 12. The Agreement provides for Class Representative Service Payment in an amount  
23 not more than \$20,000 for Plaintiff, subject to the Court's approval. The Court finds that Class  
24 Representative Service Payment in the amount of \$\_\_\_\_\_ to Plaintiff is reasonable in light  
25 of the risks and burdens undertaken by the Plaintiff in this litigation and for her time and effort in  
26 bringing and prosecuting this matter on behalf of the Class.

1           **Administration Expenses Payment**

2           13.     The Administrator shall calculate and administer the payment to be made to the  
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the  
4 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,  
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The  
6 Administrator has documented \$ \_\_\_\_\_ in fees and expenses, and this amount is reasonable in  
7 light of the work performed by the Administrator.

8           **PAGA Penalties**

9           14.     The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount  
10 of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development Agency  
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this  
12 Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved Employees and  
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties  
14 (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during  
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay  
16 Periods. "Aggrieved Employees" are all individuals who are or previously were employed by  
17 Defendant in California and classified as a non-exempt employee at any time during the PAGA  
18 Period (November 30, 2022 through January 31, 2025). Pursuant to Labor Code section 2699,  
19 subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms  
20 and has not indicated any objection thereto. The Court finds these PAGA Penalties to be  
21 reasonable.

22                               **II.**

23                               **ORDERS**

24           Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25           15.     The Class is certified for the purposes of settlement only. The Class is defined as  
26 follows:

27           All individuals who are or previously were employed by Defendant in California  
28 and classified as a non-exempt employee at any time during the Class Period  
(November 27, 2019 through January 31, 2025).

                                    FINAL APPROVAL ORDER AND JUDGMENT

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1           16. All persons who meet the foregoing definition are members of the Class, except for  
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT  
3 REFERENCE TO IDENTIFY ANY OPT OUTS].

4           17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the  
5 best interest of the Class. Defendant shall fund the Gross Settlement Amount, and also fund the  
6 amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the  
7 Administrator no later than 14 days after the Effective Date.

8           18. Class Counsel are awarded attorneys’ fees in the amount of \$\_\_\_\_\_ and  
9 costs in the amount of \$\_\_\_\_\_. Class Counsel shall not seek or obtain any other  
10 compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

11           19. The payment of Class Representative Service Payment in the amount of  
12 \$\_\_\_\_\_ to Plaintiff is approved.

13           20. The payment of \$\_\_\_\_\_ to the Administrator for its fees and expenses is  
14 approved.

15           21. The PAGA Penalty amount of \$20,000 is approved and is to be distributed in  
16 accordance with the Agreement.

17           22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall  
18 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its  
19 entry.

20           23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this  
21 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any  
22 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment  
23 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the  
24 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement  
25 is, may be construed as, or may be used as an admission by or against Defendant of any fault,  
26 wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any  
27 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be  
28

1 evidence of, an admission or concession with regard to the denials or defenses by Defendant.  
2 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding  
3 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in  
4 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,  
5 release, or other theory of claim or issue preclusion or similar defense as to the Released Class  
6 Claims and/or Released PAGA Claims.

7         24. Notice of entry of this Final Approval Order and Judgment shall be given to all  
8 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order  
9 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the  
10 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment  
11 to individual Class Members.

12         25. If the Agreement is not finally approved, then this Final Approval Order and  
13 Judgment, and all orders entered in connection with it, shall be rendered null and void. The  
14 Parties shall cooperate in good faith to address any deficiencies identified by the Court.

15 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

16         26. Except as set forth in the Agreement and this Final Approval Order and Judgment,  
17 Plaintiff, and all members of the Class, shall take nothing in the Action.

18         27. All Parties shall bear their own attorneys' fees and costs, except as otherwise  
19 provided in the Agreement and in this Final Approval Order and Judgment.

20         28. Effective on the date when Defendant fully funds the entire Gross Settlement  
21 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class  
22 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will  
23 release claims against all Released Parties as follows:

24                 (a) All Participating Class Members, on behalf of themselves and their  
25 respective former and present representatives, agents, attorneys, heirs, administrators, successors,  
26 and assigns, release Released Parties from the Released Class Claims. The "Released Class  
27 Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated  
28

1 in the Operative Complaint which occurred during the Class Period during employment in a non-  
2 exempt position in California. Except as expressly set forth in the Agreement, Participating Class  
3 Members do not release any other claims, including claims for vested benefits, wrongful  
4 termination, violation of the Fair Employment and Housing Act, unemployment insurance,  
5 disability, social security, workers' compensation, or Class claims based on facts occurring outside  
6 the Class Period.

7 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf  
8 of themselves and their respective former and present representatives, agents, attorneys, heirs,  
9 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.  
10 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably  
11 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA  
12 Notice, which occurred during the PAGA Period during employment in a nonexempt position in  
13 California. The Released PAGA Claims do not include other PAGA claims, underlying wage and  
14 hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment  
15 and Housing Act, unemployment insurance, disability, social security, workers' compensation,  
16 and PAGA claims outside of the PAGA Period.

17 (c) Plaintiff and his or her respective former and present spouses,  
18 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
19 and discharge Released Parties from the Plaintiff's Release as set forth fully in the Agreement.

20 29. For any Class Member or Aggrieved Employee whose Individual Class Payment  
21 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the  
22 Administrator shall transmit the funds represented by such checks to the California Controller's  
23 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"  
24 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

25 30. The Court hereby enters judgment in the entire Action as of the filing date of this  
26 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the  
27 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction  
28

1 over the interpretation, implementation, and enforcement of the Settlement and all orders entered  
2 in connection therewith pursuant to California Code of Civil Procedure section 664.6 and and  
3 California Rules of Court rule 3.769(h).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

5

6 Dated: \_\_\_\_\_

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\_\_\_\_\_  
HON. JILL H. TALLEY  
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT

**EXHIBIT #2**

**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

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**FIRM RESUME**

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**ATTORNEY BIOGRAPHIES**

**Norman B. Blumenthal**

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

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

Admitted: 1999, California

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

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

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

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

**Nicholas J. De Blouw**

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

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

Admitted: 2011, California

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

**Piya Mukherjee**

Associate Attorney

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

Admitted: 2010, California

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

**Victoria Rivapalacio**

Associate Attorney

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

Admitted: 2011, California

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

**Ricardo Ehmann**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

**Jeffrey S. Herman**

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

**Charlotte James**

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Admitted: 2016, California

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

**Christine Levu**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

**Sergio Julian Puche**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

**Trevor Moran**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

**Adolfo Sanchez Contreras**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

**REPORTED CASES**

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> Cir. 2008); Silvas v. E\*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9<sup>th</sup> Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3<sup>rd</sup> Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

*Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

### **CLASS ACTION & REPRESENTATIVE CASES**

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

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Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E\*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No.

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Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. \_\_\_\_; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesaver of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

**EXHIBIT #3**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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[Nick@bamlawca.com](mailto:Nick@bamlawca.com)**

**WRITERS EXT:  
1004**

**September 7, 2023  
CA3058**

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

**Labor and Workforce Development Agency  
Online Filing**

**Race Telecommunications, LLC  
Certified Mail #9589071052700182374286  
RAUL ALCARAZ  
1325 HOWARD AVENUE, #604  
BURLINGAME, CA 94010**

**Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.**

**Dear Sir/Madam:**

“Aggrieved Employees” refers to all individuals who are or previously were employed by Race Telecommunications, LLC in California, including any employees staffed with Race Telecommunications, LLC by a third party, and classified as non-exempt employees during the time period of September 7, 2022 until a date as determined by the Court. Our offices represent Plaintiff Gregory Taylor (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Race Telecommunications, LLC (“Defendant”). Plaintiff was employed from November of 2022 to September of 2023 by Defendant in California. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly

paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

**EXHIBIT #4**