

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiff

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF SACRAMENTO**

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

17 Plaintiffs,

18 vs.

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

23 Defendants

CASE No. **23CV012232**

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

Hearing Date: September 5, 2025

Hearing Time: 9:00 a.m.

*[Hearing scheduled by Order dated April 29,
2025]*

Judge: Hon. Jill H. Talley

Dept: 23

Date Filed: November 27, 2023

Trial Date: Not set

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiff Gregory Taylor ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award. I attest that I have reviewed the Court's
8 Checklist for Approval of Class Action and/or Private Attorneys General Act ("PAGA") Settlements and
9 that the briefing related to the Motion for Final Approval complies with the checklist as required by
10 Local Rule 2.99.05.

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

1 3. Summary of the Proposed Settlement.

2 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
3 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Race
4 Telecommunications, LLC (“Defendant”) reached a full and final settlement of the above-captioned
5 action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this
6 Settlement, the Gross Settlement Amount to be paid by Defendant is Eight Hundred Thirty Seven
7 Thousand Dollars (\$837,000) (the “Gross Settlement Amount”) (Agreement at ¶¶ 1.22 and 3.1.) Under
8 the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the
9 Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and
10 Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class
11 Representative Service Payment to Plaintiff; and (5) the PAGA Penalties. (Agreement at ¶ 3.1.)

12 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes.
13 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
14 (Agreement at ¶ 3.1.)

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

19 (d) The amount remaining in the Gross Settlement Amount after the deduction of
20 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
21 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
22 Payment, and the Administration Expenses Payment (called the “Net Settlement Amount”) shall be
23 allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From
24 the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be
25 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
26 Participating Class Members during the Class Period and (b) multiplying the result by each Participating
27 Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant’s
28 records, however, Class Members will have the right to challenge the number of Workweeks.

1 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
2 the Court by mailing the notice packets after updating class members' addresses using the National
3 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
4 notices to any forwarding address provided or updated address located. Declaration of Nathalie
5 Hernandez ("Hernandez Decl.") ¶¶ 3-7. Class Members were provided with the opportunity to exclude
6 themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex.
7 A.) Hernandez Decl. ¶ 7, Exh. A. Significantly, there have been no objections and no requests to for
8 exclusion. Hernandez Decl. ¶¶ 11-12. As such, the entire Class (100%) will participate in the Settlement
9 and will be sent a settlement check. *See* Nava Decl. at ¶¶ 13-14. All Aggrieved will be paid their
10 allocation of the PAGA Penalties and will remain subject to the release of the PAGA Released Claims
11 regardless of their request for exclusion. (Agreement at ¶ 6.3 and 8.5(d)) Finally, the Notice advised the
12 Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement
13 at ¶¶ 8.6 and 8.7, Ex. A.)

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

19 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.
20 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
21 administration in an amount not to exceed \$8,750. (Agreement at ¶ 3.2(c).) As set forth in the
22 Hernandez Decl. at ¶ 15, the Administration Expenses Payment, including fees and costs incurred to-date,
23 as well as anticipated fees and costs for completion of the settlement administration, are \$7,950.

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
26 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
27 Counsel Litigation Expenses Payment in an amount not to exceed \$45,000. (Agreement at ¶ 3.2(b).)
28 Subject to Court approval, the Agreement provides for a payment of no more than \$20,000 for the

1 Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this separate
2 motion for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing
3 evidentiary support, for these requests, including lodestar.

4 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
5 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code
6 Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$20,000. (Agreement at ¶¶ 1.34 and 3.2(d).)
7 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as
8 follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share
9 of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed to the
10 Aggrieved Employees based on the number of their respective PAGA Pay Periods.¹ (Agreement at ¶
11 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this motion
12 and the Agreement.

13 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
14 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
15 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
16 Settlement valued at \$837,000 is an excellent result for the Class. This result is particularly favorable
17 in light of the fact that liability and class certification in this case were far from certain in light of the
18 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
19 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
20 settlement is fair, reasonable and adequate, and should be finally approved.

21
22 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
23 dated April 29, 2025 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
24 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On May 19,
25 2025, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
26

27
28 ¹ 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 each class member with the terms of the Settlement, including notice of the claims at issue and the
2 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being
3 sought, how individual settlement awards would be calculated, and the specific, estimated payment
4 amount to that individual. Hernandez Decl. , ¶ 7, Exh. A. In disseminating the notice, the Administrator
5 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,
6 there have been no objections and only no requests to opt-out. Hernandez Decl. ¶¶11-12. As such, the
7 entire Class (100%) will participate in the Settlement and will be sent a settlement check. *See* Hernandez
8 Decl. at ¶¶ 13-14

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

18
19 6. Procedural History of the Litigation

20 (a) On September 7, 2023, Plaintiff filed with the LWDA and served on Defendant a notice
21 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
22 on behalf of Aggrieved Employees for various Labor Code violations.

23 (b) On November 27, 2023, Plaintiff commenced this Action by filing a Class Action
24 Complaint against Defendant in the Superior Court of the State of California, County of Sacramento (the
25 "Class Action"). This Class Action Complaint asserted class claims against Defendant for: (1) unfair
26 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages
27 in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in
28 violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in

1 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation
2 of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in
3 violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses
4 in violation of California Labor Code § 2802; (8) failure to provide wages when due in violation of
5 California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay wages in violation of
6 California Labor Code §§ 201-204, 233, 246. On November 28, 2023, Plaintiff filed a separate
7 Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff’s Representative
8 Action Complaint asserted claims against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699,
9 et seq. for alleged violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 226.7,
10 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title
11 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14)
12 (Failure to Provide Seating), and the applicable Wage Order(s).

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

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

26 (e) Class Counsel has extensive experience in litigating wage and hour class actions in
27 California. The Parties have intelligently litigated the Action since inception. During the course of
28 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and

1 Defendant have engaged in significant research and investigation in connection with the Action. Plaintiff
2 obtained both formal and informal discovery and the production of relevant documents and data from the
3 Defendant. Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this
4 Action and utilized an expert to perform an analysis of the data and valuation of the claims

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

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

27 (h) Class Counsel has conducted an investigation into the facts of the class action. Informal
28 discovery was obtained, which included the production of thousands of pages of documents. Class

1 Counsel engaged in a thorough review and analysis of the relevant documents and data with the
2 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed
3 sufficient information to make an informed judgment regarding the likelihood of success on the merits
4 and the results that could be obtained through further litigation. In addition, Class Counsel previously
5 negotiated settlements with other employers in actions involving nearly identical issues and analogous
6 defenses. Based on the foregoing data and their own independent investigation, evaluation and
7 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
8 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
9 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
10 potential appellate issues.

11
12 7. History of Settlement Discussions

13 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
14 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
15 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class
16 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class
17 Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel who
18 has previously litigated similar claims against other employers.

19 (b) The Parties attended a mediation session with Gig Kyriacou, Esq., a respected and
20 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
21 for the mediation, Defendant provided to Plaintiff and Class Counsel payroll and employment data and
22 other information regarding the Class Members, various internal documents, and other compensation and
23 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
24 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following this all-day
25 mediation, the Parties agreed to this Settlement based upon a mediator's proposal. The final settlement
26 terms were negotiated and set forth in the Agreement now presented for this Court's approval.

27 (c) From January 2025 to March 2025, the settlement agreement and exhibits thereto were
28 finalized and executed. On April 29, 2025, the Court entered the Order granting preliminary approved

1 of the settlement as fair and reasonable to the Class.

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

4
5 8. The outcome of this case would have been uncertain and fraught with risks.

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

25 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be
26 unable to obtain a certified class and maintain the certified class through trial, and thereby not recover
27 on behalf of any employees other than themselves. At the time of the mediation, Defendant forcefully
28 opposed the propriety of class certification, arguing that individual issues precluded class certification.

1 Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National*
2 *Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even
3 where the class has been certified. While other cases have approved class certification in wage and hour
4 claims, class certification in this action was hotly disputed and the maintenance of a certified class
5 through trial was by no means a foregone conclusion.

6 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further
7 litigation cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the
8 event of an adverse judgment. A post-judgment appeal by Defendant would have required many more
9 years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the
10 case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today
11 outweigh an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the
12 expense and length of a trial against Defendant through possible appeals which could take at least another
13 two or three years. Class Counsel also have taken into account the uncertain outcome, the risk of
14 litigation, especially in complex actions such as this one. Class Counsel are also mindful of and recognize
15 the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action.
16 Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted and
17 recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
18 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class
19 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

20 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
21 defenses to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary
22 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
23 favorably to the value of the claims. Based upon 525 Participating Class Members who collectively
24 worked 31,421 Workweeks, which were the estimated class figures at mediation, the Gross Settlement
25 Amount provides a value of \$1,594 per Class Member and \$26.63 per Workweek and after deductions,
26 the Net Settlement Amount provides an average recovery of \$885.80 per Class Member and a recovery
27 of \$14.80 per Workweek. The calculations to compensate for the amount due for the Class at the time
28 of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose

1 claims are at issue in this Action, Plaintiff used the expert to analyze the data and determine the potential
2 unpaid wages for the employees. For the Class, The maximum potential damages were calculated to be
3 \$943,132 for the alleged unpaid wages due to off-the-clock work at 1 hour per week, \$9,630 for the
4 alleged unpaid wages due to the miscalculation of the regular rate,\$1,369,771 for alleged meal period
5 damages based upon a 58.5% potential violation rate for shifts observed in the time records, and
6 \$1,369,771 for alleged rest period damages based upon the same 58.5% potential violation rate observed
7 for meal breaks, \$62,995 for alleged unreimbursed business expenses for personal cell phone usage at
8 \$5 per month. As a result, the total damage valuation was calculated that Defendant was subject to a
9 maximum damage claim in the amount of \$3,755,299. As to potential penalties, Plaintiff calculated that
10 potential waiting time penalties were a maximum of \$1,051,044, and potential maximum wage statement
11 penalties were \$719,500.² Defendant vigorously disputed Plaintiff's calculations and exposure theories.
12 Consequently, the Gross Settlement Amount of \$837,000 represents more than 22% of the maximum
13 value of the alleged damages at issue in this case at the time this Settlement was negotiated, assuming
14 these amount could all be proven in full at trial.³ Importantly, the recent decision that good faith belief
15 of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056, 1065 (2024),
16 could completely negate the claims for waiting time and wage statement penalties, even if wages were
17 owed to the Class. The above maximum calculations should then be adjusted in consideration for both
18 the risk of class certification and the risk of establishing class-wide liability on all claims. Given the
19 amount of the settlement as compared to the potential value of claims in this case and the defenses

22 ² While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
24 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
25 meal or rest periods or other wages were owed given Defendant's position that Plaintiff and Class
26 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal.App.4th 576, 584
27 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
28 dispute as to whether and when the wages were due.").

27 ³ Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included the
28 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
Declaration of Kyle Nordrehaug at ¶ 33 filed in support of the motion for preliminary approval.

1 asserted by Defendant, this settlement is fair and reasonable.⁴ Clearly, the goal of this litigation has been
2 met.

3 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
4 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
5 defenses both to liability and to class certification. The maximum and average Class Member allocations
6 are \$3,996.16 and \$885.81, respectively. *See* Hernandez Decl. at ¶14. Given the complexities of this
7 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
8 reasonable and adequate, and should be finally approved.

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

14
15 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

18 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
19 fund settlement to be paid by Defendant to the Class in the amount of Eight Hundred Thirty Seven
20 Thousand Dollars (\$837,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties
21 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the
22 Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully
23

24 ⁴ *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
25 approving settlement which represented "roughly one-sixth of the potential recovery"); *Stovall-Gusman*
26 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
27 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
28 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D.
Cal. 2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value);
Ma v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class
action settlement worth "somewhere between 9% and 18%" of full verdict value).

1 requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross
2 Settlement Amount.

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

10 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
11 approved. The requested fee award was bargained for during arms’ length adversarial bargaining by
12 counsel for each of the parties as part of the Settlement.

13
14 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
15 Created for the Benefit of the Class

16 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third
17 of the Gross Settlement Amount of \$837,000, which equals \$279,000 for attorneys’ fees. As part of the
18 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
19 incurred as per Class Counsel's billing statement in an amount not to exceed \$45,000. Finally, Defendant
20 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of
21 \$20,000 as his service awards under the Agreement.

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

27 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
28 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank

1 with his fee. The attorney working on a contingent basis can only log hours while working without pay
2 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the
3 risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this
4 case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent
5 fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of
6 private enforcement makes the requested award appropriate. This case was litigated on a contingent basis
7 for nearly two years, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am
8 aware of other similar cases where the court dismissed the class allegations or denied class certification.
9 Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.

10 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
11 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
12 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
13 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
14 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
15 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
16 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
17 multiplier approved in other cases.

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

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

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

5 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
6 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
7 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
8 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
9 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
10 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
11 Counsel advanced more than \$23,000 in costs which could not have been recovered if this case had been
12 lost, and some of which will not be recovered due to the cap on costs in the Settlement. Plaintiff also
13 undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other potential
14 negative financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the
15 contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiff also support the
16 requested awards.

17 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
18 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
19 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$279,000 is
20 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
21 **records for Class Counsel evidence that through August 8, 2025, Class Counsel's total lodestar is**
22 **\$142,422.50, with significant additional fees still to be incurred to complete final approval and the**
23 **settlement process.** The requested fee award is therefore currently equivalent to Class Counsel's total
24 lodestar with a reasonable multiplier cross-check of less than 2, and there will be additional lodestar
25 incurred by Class Counsel to complete the settlement process and manage the settlement distribution and
26 reports. Such a multiplier is below the range of multipliers approved in other cases such as *Laffitte* and
27
28

1 *Vizcaino*.⁵ As evidenced by the billing, Class Counsel's work was efficiently performed and highly
2 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,
3 this Court may conclude that the requested award is fair and reasonable and is justified under California
4 law.⁶

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

12 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
13 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
14 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
15 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
16

17 ⁵ See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
18 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
19 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182
20 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
21 affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers
22 can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th
23 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162
24 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4);
25 *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by
26 2.26 multiplier).

27 ⁶ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates
28 have been approved by Court's throughout California, including the Courts in the Superior Court of
California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
comparing such rates with the rates of comparable counsel practicing complex and class litigation as
detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct
MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775
average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are
reasonable rates when compared within 21 other firms practicing in the Southern District of
California.).

1 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
2 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
3 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
4 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
5 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
6 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
7 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*
8 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
9 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
10 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
11 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
12 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded
13 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
14 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
15 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*
16 *v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
17 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
18 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher
19 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
20 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
21 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and
22 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco
23 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award
24 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*
25 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award
26 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
27 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-
28 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*

1 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.
2 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*
3 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
4 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
5 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
6 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
7 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill
8 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in
9 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.
10 Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
11 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren
12 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in
13 *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge
14 Marie Weiner approved a one-third fee award in a wage and hour class settlement. On September 12,
15 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.
16 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.
17 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.
18 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class
19 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court
20 Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour
21 class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case
22 No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class
23 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case
24 No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class
25 settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees
26 that have been awarded in other similar cases.

27 12. **The contemporaneous billing records for Class Counsel evidence that through**
28 **August 8, 2025, Class Counsel's total lodestar is \$142,422.50**, with significant additional fees still to

1 be incurred to complete final approval and the settlement process. From August 2, 2023 to August 8,
2 2025, my firm worked on this matter for over 197 hours, with hourly rates for attorneys ranging from
3 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$142,422.50. See Exhibit
4 #3, which is a true and correct copy of my firm's billing statement in this matter. The requested fee award
5 is therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check
6 of less than 2, and there will be additional lodestar incurred by Class Counsel to complete the settlement
7 process and manage the settlement distribution and reports. A detailed breakdown of the total fees and
8 the services performed by my firm on this matter is attached hereto as Exhibit #3. In addition, Class
9 Counsel will be performing significant additional work that is not included in this lodestar amount,
10 including finalizing the final approval motion, attending the hearing on final approval, and monitoring
11 completion of the settlement process. I expect this additional work will result in \$20,000 in additional
12 lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in
13 the local legal community for similar work and, if this were a commercial matter, these are the charges
14 that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix
15 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the
16 current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's
17 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
18 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear
19 reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of
20 California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
21 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
22 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
23 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average
24 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
25 when compared within 21 other firms practicing in the Southern District of California.) This survey is
26 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
27 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
28 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,

who is opposing counsel in many cases prosecuted by Class Counsel, in years past charged rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which will be less than 1.6 by the completion of the settlement. This is less than the multiplier cross-checks approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

A. The attorneys at my firm who worked on this matter are detailed in Exhibit #1. All of these attorneys have spent their time in employment litigation and/or complex litigation during their years of employment with my firm. Their detailed billing by task and time is set forth in Exhibit #3, and a summary is as follows:

Time Keeper	Quantity	Rate	Total
AJ Bhowmik (Partner Attorney - 18+ years)	10.0	\$895.00	\$8,950.00
Scott Blumenthal (Associate Attorney - 4+ years)	13.2	\$450.00	\$5,940.00
Nicholas De Blouw (Partner Attorney - 13+ years)	42.4	\$850.00	\$36,040.00
Ricardo Ehmann (Associate Attorney - 18+ years)	16.6	\$675.00	\$11,205.00
Jeffrey Herman (Associate Attorney - 14+ years)	30.1	\$750.00	\$22,575.00
Trevor Moran (associate Attorney - 5+ years)	20.3	\$450.00	\$9,135.00
Kyle Nordrehaug (Partner Attorney - 25+ years)	33.2	\$950.00	\$31,540.00
Sergio Puche (Associate Attorney - 13+ years)	21.5	\$675.00	\$14,512.50
Heather Drosi (Paralegal)	10.1	\$250.00	\$2,525.00
Quantity Total			197.4
Subtotal			\$142,422.50

1 B. Heather Drosi as a paralegal at my firm and I verify that he meets the
2 requirements of Business & Professions Code section 6450 *et seq.* Ms. Drosi holds an ABA approved
3 A.S. degree in Paralegal Science. Ms. Drosi has been a paralegal for twenty one (21) years, six (6) of
4 which have been in the employment law field and she is in compliance with CLE requirements (eight
5 hours every two years). Ms. Drosi's hourly billing rate and hours worked as outlined in Exhibit #3 are
6 reasonable and usual for the services rendered.

7
8 Litigation Expenses

9 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a Class
10 Counsel Litigation Expenses Payment of not more than \$45,000." Class Counsel have incurred
11 \$23,598.40 based upon counsel's billing records which is less than the "not to exceed" amount of
12 \$45,000. Class Counsel therefore requests reimbursement for litigation expenses in the amount of
13 \$23,598.40. These litigation expenses include the expenses incurred for filing fees, mediation
14 expenses, expert expenses (Berger Consulting), and attorney service charges (Knox, OneLegal), all of
15 which are costs normally billed to and paid by the client.⁷ The details of the litigation expenses
16 incurred by my firm are set forth in Exhibit #3. These costs were reasonably incurred in the
17 prosecution of the Action.

18
19 Service Award

20 14. For his service as the only class representative, Plaintiff should be awarded the agreed
21 service award of \$20,000, in accordance with the Agreement for his time, risk and effort expended on
22 behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
23 payment and there have been no objections to the requested service award. Plaintiff's declaration in
24 support of this request are attached hereto as Exhibit #5. As the sole representative of the Class,

25
26 ⁷ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 Plaintiff performed his duties to the Class admirably and without exception. Plaintiff worked
2 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
3 searching for documents, working with counsel, and reviewing the settlement documentation. As set
4 forth in the Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement,
5 far beyond the class release. Plaintiff's Declarations details the involvement, stress and risks he
6 undertook as a result of this Action. Plaintiff also assumed the serious risk that they might possibly
7 be liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by
8 other future employers for having filed a class action on behalf of fellow former employees. Without
9 Plaintiff's participation, cooperation and information, no other employees would be receiving any
10 benefit. The payment of service awards to successful class representatives is appropriate and the
11 amounts of \$20,000 is within the currently awarded range for similar settlements. The requested
12 awards are also reasonable by reference to the amounts that other California courts have found to be
13 reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022
14 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of
15 \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at
16 *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018
17 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each);
18 *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008)
19 (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Holman v.*
20 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award
21 where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014)
22 (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an
23 individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D.Cal.
24 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life &*
25 *Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding
26 \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D.
27 Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
28 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service

1 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles
2 County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l,*
3 *LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
4 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
5 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
6 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
7 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
8 Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*
9 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
10 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
11 BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award);
12 *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
13 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
14 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
15 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case
16 No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service
17 award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior
18 Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp.*
19 *LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000
20 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County
21 Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West*
22 *Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24,
23 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
24 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award);
25 *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13,
26 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV
27 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally*
28 *Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6,

2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

15. The requested service award is also reasonable in light of the reputational risk that Plaintiff assumed in bringing this action against his former employer. Plaintiff put his future employment prospects at risk by becoming a class representative as the fact that he filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" them for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other means, to screen out these employees.⁸ Onicra Credit Rating Agency states: "Background screening has become a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire

⁸ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

1 employees who will put their company at risk.”⁹ PreciseHire also offers employment screening and
2 similarly warns: "with today's business climate being extremely competitive and highly litigious,
3 conducting pre employment background checks has become a necessity.”¹⁰

4 16. As a result, Class Counsel respectfully requests approval of the application for award
5 of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of
6 litigation expenses in the amount of \$23,598.40, and approval of the requested service award to
7 Plaintiff.

8 17. In accordance with California Rules of Court, rule 3.769, I make the following
9 disclosure. The Class Counsel Fees Payment awarded shall be allocated entirely (100%) to
10 Blumenthal Nordrehaug Bhowmik De Blouw LLP.

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 8th day of August, 2025, at San Diego, California.

14 /s/ Norman Blumenthal
15 NORMAN B. BLUMENTHAL
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26 ⁹ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ¹⁰ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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 Ehmman

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

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

REPORTED CASES

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

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

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

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

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

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

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 Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente

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

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

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

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

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

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

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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
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
wmetk@mitzelgroup.com
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

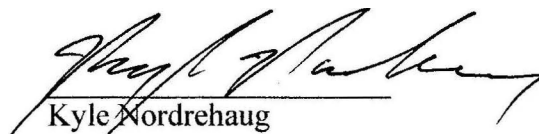
DocuSigned by:

A73B2569E4464F6...

Raul Alcaraz [name]

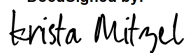
For Defendant Race Telecommunications, LLC

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.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	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. 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.
Participating Class Members Can Object to the Class	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

Settlement Written Objections Must be Submitted by the Response Deadline _____	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. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	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 9. 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 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	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 5 of this Notice.

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 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

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 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 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.

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 Gorden 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

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
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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.**

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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 #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 2
Date: 08/08/2025
Due On: 09/07/2025

Gregory Taylor
5348 Thunderbird Ct
Antioch, CA 94553

CA3058

Race Communications

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	08/02/2023	Review and analyze original intake notes. Review and research related litigation in State and federal Court. Research Defendant's business operations and CA. Sec. of State information. Review case file. Discuss with Plaintiff.	3.50	\$850.00	\$2,975.00
NDB	08/03/2023	Review and research Plaintiff's individual claims for retaliation and discrimination. Analyze off the clock work tasks. Legal research.	2.90	\$850.00	\$2,465.00
NDB	08/08/2023	Review and analyze entire employment file for legal claims. Legal research wage and hour violations. Review all paystubs for regular rate claims. Conference with Plaintiff to discuss claims and obtain backgrounds facts for complaint.	4.40	\$850.00	\$3,740.00
NDB	08/09/2023	Review analyze facts and law. Draft Complaint.	4.30	\$850.00	\$3,655.00
NDB	08/11/2023	Draft complaint. Review meal and rest break claims and allegations.	2.20	\$850.00	\$1,870.00
NDB	08/13/2023	Review and analyze company wage and hour policy documents. finish drafting complaint.	2.00	\$850.00	\$1,700.00
KN	08/26/2023	Review documents and research from ND; review draft complaint; analysis of facts and claims; provide input to ND	2.00	\$950.00	\$1,900.00
NDB	09/02/2023	Review and revise complaint. Send to Plaintiff for	1.70	\$850.00	\$1,445.00

		approval to file. Discuss claims and potential outcomes with Plaintiff.			
NDB	09/03/2023	Review case file. Draft internal case notes memo detailing specific facts and claims. Review PAGA website and PACER for related cases.	2.10	\$850.00	\$1,785.00
NDB	09/07/2023	Review and research PAGA claims. Draft PAGA Notice.	1.90	\$850.00	\$1,615.00
RE	11/24/2023	Review case notes/damage analysis	0.75	\$675.00	\$506.25
RE	11/24/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	11/25/2023	Review, edit & revise class action complaint; finalize draft	3.00	\$675.00	\$2,025.00
RE	11/27/2023	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	11/27/2023	Review & finalize class action complaint package; file in Sac Sup. Ct.	0.70	\$675.00	\$472.50
RE	11/27/2023	Draft PAGA only complaint	4.00	\$675.00	\$2,700.00
RE	11/28/2023	Draft summons & civil case cover sheet re paga action	0.50	\$675.00	\$337.50
RE	11/28/2023	Review & finalize PAGA only complaint package; file in Kern Sup. Ct.	0.75	\$675.00	\$506.25
RE	11/30/2023	Review court returned docs re PAGA action; review docket; memo to firm re judicial/department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	11/30/2023	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
JH	11/30/2023	Review complaint and case notes; begin reviewing docs in file from Plaintiff	1.00	\$750.00	\$750.00
JH	12/01/2023	Continue reviewing docs in file from Plaintiff; create exhibit book and update case notes	1.50	\$750.00	\$1,125.00
KN	12/02/2023	Review memo from RE; review court returned documents; review final PAGA complaint	0.50	\$950.00	\$475.00
RE	12/06/2023	Review court-returned docs; review docket re class action; memo to firm re judicial/department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
HD	12/08/2023	Review filed Class complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed. Register to track the case via Lexis-Court Link.	0.50	\$250.00	\$125.00

KN	12/09/2023	Review status; review memo from RE; review court returned documents; review final class complaint; analysis of issues and theories	0.80	\$950.00	\$760.00
HD	01/17/2024	Download and review Minute Order (Complex Determination) and Notice of Case Reassignment. Upload and save to the file. Circulate Order/Notice of staff accordingly.	0.30	\$250.00	\$75.00
TM	01/17/2024	Reviewed Court's minute order re complex determination proceeding; reviewed Court's notice of case reassignment.	0.30	\$450.00	\$135.00
JH	01/17/2024	Review minute order; circulate and advise team	0.30	\$750.00	\$225.00
RE	01/22/2024	Review file; prep initial docs re service of process re class action; identify reg. agent; send out for service via Knox	0.75	\$675.00	\$506.25
RE	01/22/2024	Review file; prep initial docs re service of process re PAGA action; identify reg. agent; send out for service via Knox	0.75	\$675.00	\$506.25
RE	01/26/2024	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
RE	01/26/2024	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
HD	02/05/2024	Review and assess Class Complaint and allegations against Defendant. Draft shells for Plaintiff's written discovery request, set one, including Request For Production, Request For Admission, Special Interrogatories, Form Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service.	1.50	\$250.00	\$375.00
HD	02/05/2024	Draft Belaire Notice to include as an Exhibit to Special Interrogatories, Set One. (Class)	0.50	\$250.00	\$125.00
JH	02/06/2024	Review/revise draft discovery requests; advise SP	0.70	\$750.00	\$525.00
SP	02/06/2024	Reveiwed, revised, finalized and arranged for service of Discovery including PMK Deposition Notice, RFP, RFA, SROGS and Employment ROGS.	3.20	\$675.00	\$2,160.00
HD	02/07/2024	Execute and finalize Proof of Service. Serve Plaintiff's Written discovery via US Mail to Agent for Service.	0.50	\$250.00	\$125.00
HD	02/07/2024	Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for April 10, 2024.	0.30	\$250.00	\$75.00
TM	02/23/2024	Reviewed and analyzed Defendant's Answer to Complaint.	0.80	\$450.00	\$360.00

JH	02/24/2024	Review/analyze Answer to complaint; update file	0.40	\$750.00	\$300.00
TM	02/27/2024	Reviewed file and docket to draft OSC statement re POS; Advised team re status of OSC.	0.40	\$450.00	\$180.00
SP	03/06/2024	Reveiwed calendar, docket and case file for upcoming appearance/deadline. Discussed with team.	0.20	\$675.00	\$135.00
SB	03/11/2024	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
TM	03/19/2024	Reviewed Court's notice of CMC and reviewed Court's CMC procedures.	0.40	\$450.00	\$180.00
SB	03/27/2024	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
TM	04/03/2024	Emails to and from OPC re deposition of Defendant's PMK; Emails to OPC re Plaintiff's initial discovery, set one, meeting and conferring re Defendant's discovery responses; advised HD re POS list.	1.50	\$450.00	\$675.00
JH	04/03/2024	Corresp. with defense counsel re Defendant's failure to respond to discovery; advise TM; f/u corresp re potential early mediation	0.40	\$750.00	\$300.00
HD	04/03/2024	Contact Aptus and cancel the court reporter for the PMK Depo.	0.20	\$250.00	\$50.00
JH	04/11/2024	F/u corresp re class size and mediation	0.30	\$750.00	\$225.00
JH	04/17/2024	F/u corresp with defense counsel re mediators	0.40	\$750.00	\$300.00
JH	04/18/2024	Discuss claims with AJB; send data to expert for preliminary analysis	0.50	\$750.00	\$375.00
JH	04/19/2024	Review/respond to corresp. from expert re mediation analysis	0.40	\$750.00	\$300.00
SP	04/22/2024	Reviewed correspondence, case notes and pleadings. Drafted Mediation documents including service list captions for Class and PAGA and fee split for Mediator and sent.	1.40	\$675.00	\$945.00
TM	04/29/2024	Email to Client re case status in preparation for mediation.	0.20	\$450.00	\$90.00
TM	04/30/2024	Email to and from client in preparation for mediation; telephone call from client re mediation and case status.	0.50	\$450.00	\$225.00
TM	05/01/2024	Email to and from client re case status and mediation; planned and prepared for mediation prep call with client; telephone call with client re mediation prep and case status.	1.90	\$450.00	\$855.00
TM	05/02/2024	Drafted Case Intakes form and Mediation Harassment Chart for upcoming Mediation;	2.00	\$450.00	\$900.00

		Drafted MDR; Revised MDR, email to OPC re MDR.			
JH	05/02/2024	Review/revise draft mediation data request letter; advise TM	0.30	\$750.00	\$225.00
JH	05/13/2024	Review file and court docket; draft/revise CMC stmt; finalize and advise re filing	0.40	\$750.00	\$300.00
HD	05/13/2024	Review status of case and ROA. review previous court order re upcoming CMC Hearing. Prepare CM110. Forward to attorney Herman for review and finalization.	0.40	\$250.00	\$100.00
HD	05/13/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's CMC Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	05/14/2024	Reviewed and revised Stipulation to Stay pending mediation.	0.70	\$450.00	\$315.00
JH	05/17/2024	Review Defendant's CMC stmt	0.30	\$750.00	\$225.00
TM	05/17/2024	Reviewed Defendant's CMC statement.	0.40	\$450.00	\$180.00
TM	05/23/2024	Reviewed, finalized and signed notice of remote appearance; advised HD re filing/service.	0.30	\$450.00	\$135.00
HD	05/23/2024	Prepare Notice of Remote Appearance and forward to attorney Moran for review and finalization.	0.50	\$250.00	\$125.00
HD	05/23/2024	Execute and finalize Proof of Service. Process and submit Notice of Remote Appearance to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	05/27/2024	Planned and prepared for upcoming Case Management Conference.	0.50	\$450.00	\$225.00
TM	05/28/2024	Planned and prepared for upcoming Case Management Conference; attended Case Management Conference; Advised firm re status of case.	1.70	\$450.00	\$765.00
JH	05/28/2024	Discuss with TM re CMC; review expert preliminary analysis for mediation	0.50	\$750.00	\$375.00
SP	05/28/2024	Discussed meal and overtime violations with Expert and AJB. Called client. Corresponded with team.	0.40	\$675.00	\$270.00
JH	06/03/2024	Review file; discuss mediation issues with AJB	0.40	\$750.00	\$300.00
SP	06/03/2024	Reviewed documents, exhibit book. correspondence, case notes and pleadings. Discussed facts re: workweek and meal waiver with Client. Updated Case notes and sent correspondence to Experts and team.	2.10	\$675.00	\$1,417.50

TM	07/01/2024	Drafted stipulation to continue CMC; email to OPC re stipulation.	0.60	\$450.00	\$270.00
TM	07/02/2024	Emails to and from OPC re stip to continue CMC; Finalized and signed stipulation to continue CMC; advised HD re filing/service.	1.00	\$450.00	\$450.00
HD	07/02/2024	Execute and finalize Proof of Service. Process and submit Joint Stipulation and [Proposed] Order to Continue Case Management Conference to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	07/16/2024	Reviewed Court's order continuing CMC.	0.20	\$450.00	\$90.00
JH	07/17/2024	Review/analyze order continuing CMC; circulate and advise team; confer with calendar	0.30	\$750.00	\$225.00
SP	10/23/2024	Reveiwed calendar, and case file to comply with appearance/deadline. Discussed with Team.	0.20	\$675.00	\$135.00
SP	11/01/2024	Reveiwed correspondence, case notes, documents and Mediation Data Request. Drafted and sent follow up Mediation Data Request to OPC.	1.50	\$675.00	\$1,012.50
NDB	11/04/2024	Review sick pay and vacation pay claims under 227.3. Legal research regarding the same. Analyze case file and paystubs.	2.30	\$850.00	\$1,955.00
SP	11/06/2024	Reveiwed calendar, docket and case file. Prepared for deadline/hearing and discussed with Team.	0.20	\$675.00	\$135.00
SP	11/18/2024	Reviewed excel from OPC. Arranged for download, save and sending to expert. Discussed with TM. Followed up on remaining excel and pdf data with OPC.	0.90	\$675.00	\$607.50
JH	11/18/2024	Review/analyze mediation data produced by Defendant; circulate and update file; advise team	1.00	\$750.00	\$750.00
NDB	11/23/2024	Review case file and court docket. Analyze all discovery to date. Review data produced for mediation purposes. Legal research wage and hour claims.	4.40	\$850.00	\$3,740.00
JH	11/26/2024	Review/analyze suppl. mediation doc production from defendant; circulate and advise team	1.00	\$750.00	\$750.00
SP	11/26/2024	Reviewed correspondence re: Mediation production. Ensured documents downloaded, saved and shared with Experts. Discussed with team.	1.40	\$675.00	\$945.00
NDB	11/26/2024	Review pay stub exemplars for 226(a) violations and regular rate claims. Research previous court decisions regarding the same.	2.10	\$850.00	\$1,785.00

NDB	12/06/2024	Review claims and facts. Analyze rest break and 2802 claims. Draft mediation brief.	4.20	\$850.00	\$3,570.00
SP	12/09/2024	Reveiwed correspondence, case notes, docs, pleadings and mediation information. Drafted Mediation brief. Updated mediation documents. Sent correspondence to OPC re. mediation data. Sent information to Experts for Mediation analysis.	5.50	\$675.00	\$3,712.50
JH	12/09/2024	Review/analyze further mediation doc production from defendant	1.00	\$750.00	\$750.00
JH	12/11/2024	Review/analyze Defendant's updated production of handbook and bonus information;	0.60	\$750.00	\$450.00
KN	12/13/2024	Review status; review mediation brief and documents; review expert report; analysis of issues for mediation; provide input to ND and AJ	1.50	\$950.00	\$1,425.00
NDB	12/15/2024	Review and analyze all mediation materials including briefs and exhibits thereto. Review expert damage and penalty report and notes and assumptions. Prepare for mediation.	1.70	\$850.00	\$1,445.00
JH	12/16/2024	Review docs; advise AJB re mediation issues; review mediator's proposal.	1.50	\$750.00	\$1,125.00
AB	12/16/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
SB	12/16/2024	Attend mediation	8.00	\$450.00	\$3,600.00
JH	12/19/2024	Review/analyze draft MOU	0.40	\$750.00	\$300.00
KN	12/19/2024	Review MOU; review revisions to MOU; provide input regarding settlement issues	0.75	\$950.00	\$712.50
JH	12/31/2024	Review/analyze Defendant's revisions to MOU	0.30	\$750.00	\$225.00
JH	01/03/2025	Corresp w defense counsel re status of MOU	0.30	\$750.00	\$225.00
NDB	01/06/2025	Review mediation notes and results. Review and analyze MOU terms. Send to Plaintiff for signature. Conference to discuss terms and obtain signature.	1.40	\$850.00	\$1,190.00
TM	01/08/2025	Review file; drafted Plaintiff's First Amended Class and Representative Action Complaint; Drafted Stipulation to File FAC; discussed with team;	2.00	\$450.00	\$900.00
JH	01/08/2025	Review MOU; assess docket and procedural posture; discuss with KN; draft longform agreement; circulate to defense counsel for review	3.00	\$750.00	\$2,250.00
HD	01/08/2025	Review executed MOU. Research and obtain Law and Motion rules for hearings, etc. Email	0.30	\$250.00	\$75.00

		correspondence to Attorney Herman regarding proposed date for Motion for Preliminary Approval.			
KN	01/08/2025	Review final MOU; analysis of issues and next steps; advise JH	1.00	\$950.00	\$950.00
HD	01/09/2025	Correspondence with court re reservation of Motion for Preliminary Approval of Settlement.	0.30	\$250.00	\$75.00
JH	01/22/2025	Review/analyze file; draft joint CMC stmt; circulate to defendant for review	0.60	\$750.00	\$450.00
JH	01/22/2025	Review Defendant's revisions to longform agreement; discuss with KN; request bids from potential settlement administrators	1.00	\$750.00	\$750.00
HD	01/22/2025	Execute and finalize Proof of Service. Process and submit Joint CMC Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
SP	01/24/2025	Reviewed and revised First Amended Complaint and reviewed MOU to ensure compliance. Reviewed and revised stipulation for leave. Sent compare and FAC document to OPC and stipulation to OPC.	1.40	\$675.00	\$945.00
JH	01/24/2025	Review stip and FAC; advise SP	0.40	\$750.00	\$300.00
SP	01/30/2025	Reviewed and analyzed correspondence from Opposing counsel RE: approval of First Amended Complaint and Stipulation to file. Reviewed, revised and finalized FAC, Stipulation and attached PAGA notice. Arranged for service and filing of Stipulation.	1.90	\$675.00	\$1,282.50
HD	02/06/2025	Research and obtain the tentative ruling re the CMC on 02/7/2025. Circulate to staff and handling attorney. Upload to the electronic file.	0.30	\$250.00	\$75.00
JH	02/07/2025	Review file; draft CMC stmt; advise team re filing	0.40	\$750.00	\$300.00
KN	02/12/2025	Review Def revisions and comments on the agreement; review issues identified by JH; analyze issues, review guidelines and respond to JH	1.00	\$950.00	\$950.00
JH	02/13/2025	Review/analyze Defendant's longform revisions; discuss with KN; further revise and circulate to defense counsel for review	0.70	\$750.00	\$525.00
TM	02/24/2025	Review file; advised HD re filing/service of FAC.	0.40	\$450.00	\$180.00
HD	02/24/2025	Obtain and download executed/filed order for Leave to File First Amended Class and Representative Action Complaint. Circulate to staff accordingly.	0.20	\$250.00	\$50.00

HD	02/24/2025	Edit and finalize First Amended Complaint for filing. Insert Exhibit. Execute and finalize Proof of Service. Process and submit FAC to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	02/28/2025	Planned and prepared for CMC; attended CMC; advised firm and team re case status.	1.20	\$450.00	\$540.00
JH	02/28/2025	Discuss with TM re CMC; advise	0.30	\$750.00	\$225.00
TM	03/03/2025	Review file; drafted declaration of Plaintiff ISO MPA.	2.50	\$450.00	\$1,125.00
JH	03/04/2025	F/u coresp. w defense counsel re longform	0.20	\$750.00	\$150.00
KN	03/12/2025	Review final Agreement and emails with Def; analysis of issues to address and next steps; advise staff; draft Exhibits to the settlement agreement; email Defendant	4.50	\$950.00	\$4,275.00
JH	03/13/2025	Additional corresp. w KN and defense counsel re longform agreement	0.40	\$750.00	\$300.00
JH	03/17/2025	Further discuss with KN; f/u with defense counsel re missing Agreement information; finalize agreement minus missing information; review draft MPA	0.80	\$750.00	\$600.00
KN	03/17/2025	Analysis of issues for settlement and next steps; email JH; draft motion for preliminary approval; analysis of Kullar issues and checklist compliance; email Defendant; memo to Admi re: declaration.	4.50	\$950.00	\$4,275.00
KN	03/18/2025	Review Defendant emails; discuss revisions to the Agreement with JH; analysis of issue and review final agreement; revise motion to correct issue	1.50	\$950.00	\$1,425.00
NDB	03/19/2025	Review settlement agreement and exhibits for conformity with MOU terms. Send to Plaintiff for signature. Discuss terms and settlement approval process with Plaintiff. Follow up for signature.	1.30	\$850.00	\$1,105.00
TM	03/20/2025	Email to client re declaration ISO MPA.	0.20	\$450.00	\$90.00
JH	03/20/2025	Review fully executed agreement; corresp w defense counsel re declaration per 7.1	0.20	\$750.00	\$150.00
KN	03/21/2025	Draft declaration; prepare insert for response to checklist; work on kullar valuation and checklist valuation issues; memo to staff regarding issues for Defendant's declaration.	5.00	\$950.00	\$4,750.00
KN	03/21/2025	Review and revise MPA for final; file and serve motion; serve LWDA.	2.00	\$950.00	\$1,900.00
JH	03/24/2025	Call with defense counsel re agreement	0.30	\$750.00	\$225.00

KN	04/17/2025	Review status; review tentative ruling; emails with Defendant; memo to Admin with documents and instructions	1.00	\$950.00	\$950.00
JH	04/17/2025	Review tentative ruling on MPA	0.30	\$750.00	\$225.00
KN	04/29/2025	Review signed order; email Admin; served LWDA	0.50	\$950.00	\$475.00
JH	05/19/2025	Review file; draft Joint Report; circulate to Defense Counsel for review	0.50	\$750.00	\$375.00
HD	05/19/2025	Edit, execute and finalize Proof of Service. Process and submit Joint Case Management Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	06/06/2025	Reviewed Court's tentative re CMC.	0.20	\$450.00	\$90.00
KN	07/15/2025	Review status; review Admin email and report	0.20	\$950.00	\$190.00
KN	07/23/2025	Review email from JH; respond; Review Admin report; email Admin re: draft declaration	0.30	\$950.00	\$285.00
JH	07/23/2025	Review Preliminary Approval tentative ruling and final order; discuss matter with KN; analyze attorney costs and billing for loadstar analysis; assess claim valuation for Kullar analysis; review settlement admin reports for opt-outs and request draft declaration; draft MFA/Fee Motion notice of motion and memorandum	3.40	\$750.00	\$2,550.00
JH	07/24/2025	Review Sacramento Sup. Ct guidelines for class action settlement; discuss with KN; cross-reference to draft MFA/Fee Motion; revise accordingly and advise KN	1.00	\$750.00	\$750.00
HD	07/24/2025	Prepare and send email correspondence to Department 23 to inquire about the Reservation No. for the Motion for Final Approval.	0.30	\$250.00	\$75.00
SP	07/28/2025	Reviewed docket, case file and tentative rulings. Discussed with team. Drafted and revised Notice or Ruling. Arranged for service to OPC.	1.20	\$675.00	\$810.00
KN	08/04/2025	Work on motion for final approval; research issue; analysis of issues; review and revise motion for final approval; update proposed order; email Defendant; email co-counsel	2.60	\$950.00	\$2,470.00
TM	08/05/2025	Email from TPA re declaration ISO MFA; reviewed TPA's declaration.	0.40	\$450.00	\$180.00
JH	08/06/2025	Review KN revisions to MFA/Fee Motion memorandum; discuss with KN; further review settlement agreement and MPA; review attorney costs and billing for loadstar analysis; revise valuation notes for Kullar analysis; draft declaration in support of MFA/Fee Motion;	2.40	\$750.00	\$1,800.00

circulate to KN for review					
HD	08/08/2025	Update, Edit and Finalize Table of Contents and Table of Authorities for Motion for Final Approval of Class Settlement and Award of Attorneys Fees.	1.00	\$250.00	\$250.00
KN	08/08/2025	review billing; memo to staff; finalize billing	0.30	\$950.00	\$285.00
KN	08/08/2025	review and revise declaration; review for compliance; insert summary; finalize declaration with exhibits	1.50	\$950.00	\$1,425.00
KN	08/08/2025	review and revise motion; finalize motion; file and serve motion; email Defendant; serve LWDA	1.75	\$950.00	\$1,662.50
				Quantity Subtotal	197.4
				Services Subtotal	\$142,422.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	09/07/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	12/07/2023	Onelegal/Court Fees	1.00	\$1,745.00	\$1,745.00
Expense	01/24/2024	KNOX Filing and Messenger Service	1.00	\$177.45	\$177.45
Expense	01/24/2024	KNOX Filing and Messenger Service	1.00	\$67.15	\$67.15
Expense	01/26/2024	Onelegal/Court fees	1.00	\$18.43	\$18.43
Expense	04/22/2024	Mediation Fee - Kyriacou	1.00	\$10,500.00	\$10,500.00
Expense	05/23/2024	One Legal Invoice No. 06058960	1.00	\$19.10	\$19.10
Expense	06/12/2024	Berger Consulting Fee.	1.00	\$1,920.00	\$1,920.00
Expense	07/02/2024	One Legal Invoice No. 06170289	1.00	\$39.02	\$39.02
Expense	07/03/2024	One Legal Invoice No. 06174887	1.00	\$51.48	\$51.48
Expense	12/19/2024	Berger Consulting Fees	1.00	\$8,550.00	\$8,550.00
Expense	01/23/2025	One Legal/Court Fees	1.00	\$21.11	\$21.11
Expense	02/04/2025	One Legal/Court Fees	1.00	\$42.80	\$42.80
Expense	02/06/2025	One Legal/Court Fees	1.00	\$72.28	\$72.28
Expense	02/10/2025	One Legal/Court Fees	1.00	\$21.37	\$21.37
Expense	02/25/2025	One Legal/Court Fees	1.00	\$21.11	\$21.11
Expense	03/24/2025	One legal charge	1.00	\$87.76	\$87.76

Expense	03/25/2025	One legal filing charge	1.00	\$88.23	\$88.23
Expense	05/20/2025	One Legal/Court Fees	1.00	\$21.11	\$21.11
Expense	08/11/2025	Filing fee - motion for final approval	1.00	\$60.00	\$60.00
Expenses Subtotal					\$23,598.40

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	10.0	\$895.00	\$8,950.00
Scott Blumenthal	13.2	\$450.00	\$5,940.00
Nicholas De Blouw	42.4	\$850.00	\$36,040.00
Ricardo Ehmann	16.6	\$675.00	\$11,205.00
Jeffrey Herman	30.1	\$750.00	\$22,575.00
Trevor Moran	20.3	\$450.00	\$9,135.00
Kyle Nordrehaug	33.2	\$950.00	\$31,540.00
Sergio Puche	21.5	\$675.00	\$14,512.50
Heather Drosi	10.1	\$250.00	\$2,525.00
Quantity Total			197.4
Subtotal			\$166,020.90
Total			\$166,020.90

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	09/07/2025	\$166,020.90	\$0.00	\$166,020.90
Outstanding Balance				\$166,020.90
Total Amount Outstanding				\$166,020.90

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

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

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

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

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

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