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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

ODDAE ALGHAZALI and WALLEED
ALGHAZALI, individually, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

FORMEL D USA, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV059739

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

Hearing Date: April 22, 2026

Hearing Time: 1:30 p.m.

*[Hearing scheduled by Order dated January 5,
2026]*

Judge: Hon. Patrick McKinney

Dept.: 18

Action Filed: November 21, 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 Plaintiffs Oddae Alghazali and Walleed Alghazali ("Plaintiffs") in this
4 matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following
5 facts are within my own personal knowledge, and if called as a witness, I could testify competently to
6 the matters stated herein. This declaration is being submitted in support to the Plaintiffs' motion for final
7 approval of the class settlement, including attorneys' fees, costs and service awards.

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant Formel D

1 USA, Inc. ("Defendant") reached a full and final settlement of the above-captioned action, which is
2 embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the
3 Gross Settlement Amount to be paid by Defendant is Seven Hundred Fifty Thousand Dollars (\$750,000).
4 (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following
5 elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class
6 Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses
7 Payment; (4) the Class Representative Service Payments to the Plaintiffs; and (5) the PAGA Penalties
8 payment which is allocated between the LWDA PAGA Payment and the Individual PAGA Payments.
9 (Agreement at ¶ 1.22.)

10 (b) The Gross Settlement Amount does not include Defendant's share of employer-side payroll
11 taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to
12 Defendant. (Agreement at ¶ 3.1.)

13 (c) Defendant shall fund the Gross Settlement Amount and also fund the amounts necessary to
14 fully pay Defendant's share of the payroll taxes in two (2) equal payments. The first payment of 50% of
15 the Gross Settlement Amount and Defendant's share of the payroll taxes applicable to that payment shall
16 be transmitted to the Administrator no later than upon the latter of the date the Judgment is entered or
17 April 10, 2026. The second payment of 50% of the Gross Settlement Amount and Defendant's share of
18 the payroll taxes applicable to that payment shall be transmitted to the Administrator no later than
19 January 26, 2027. (Agreement at ¶ 4.3.) 5.1. On a pro rata basis, the Administrator shall make two (2)
20 payment distributions. The Administrator will make the first distribution within 14 days after Defendant
21 funds the first 50% of the Gross Settlement Amount. The Administrator will make the second and final
22 distribution within 14 days after Defendant funds the second payment of 50% of the Gross Settlement
23 Amount. (Agreement at ¶ 5.1.)

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

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

6 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
7 the Court by mailing the notice packets after updating class members' addresses using the National
8 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
9 notices to any forwarding address provided or updated address located. See Declaration of Stacey Shim,
10 to be filed after the March 27, 2026 Response Deadline. Class Members were provided with the
11 opportunity to exclude themselves or "opt out" if they did not want to participate in the settlement. *Id.*
12 Significantly, there have been no objections and no requests to opt-out. Currently, the entire Class
13 (100.00%) will participate in the Settlement and will be sent a settlement check. All Aggrieved
14 Employees, including those who submit an opt-out request, will still be paid their allocation of the PAGA
15 Penalties and will remain subject to the release of the Released PAGA Claims regardless of their request
16 for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members
17 of their right to object to the Settlement and/or dispute their Workweeks and PAGA Pay Periods.
18 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

19 (f) A Participating Class Member must cash his or her Individual Class Payment check within
20 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
21 be voided and any funds represented by such checks sent to the Equal Justice Society, subject to Court
22 approval, which is a nonprofit organization or foundation consistent with Code of Civil Procedure
23 Section 384(b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that
24 they have no interest or relationship, financial or otherwise, with this intended Cy Pres Recipient.
25 (Agreement at ¶ 5.4.)

26 (g) Apex Class Action LLC was appointed by the Court as the Administrator for the Settlement.
27 (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to
28 exceed \$15,000. (Agreement at ¶ 3.2(c).) The total Administration Expenses Payment, including fees

1 and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement
2 administration will be included in the Shim Declaration to be filed after the Response Deadline.

3 (h) Subject to Court approval, Class Counsel seeks to be awarded a sum equal to 30% of the
4 Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).)¹ Class Counsel
5 will also be allowed to apply separately for an award of Class Counsel Litigation Expenses Payment in
6 an amount not to exceed \$23,000. (Agreement at ¶ 3.2(b).) Subject to Court approval, the Agreement
7 provides for a payment of no more than \$15,000 each to the Plaintiffs as their Class Representative
8 Service Payments. (Agreement at ¶ 3.2(a).) In support of this separate requests for attorneys' fees,
9 reimbursement of expenses and service awards, Class Counsel is providing evidentiary support, for these
10 requests, including lodestar.

11 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
12 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code
13 Section 2698, et seq. ("PAGA"). The PAGA Penalties are \$15,000, to be allocated 75% (\$11,250) to the
14 LWDA PAGA Payment and 25% (\$3,750) to the Individual PAGA Payments. (Agreement at ¶ 3.2(d).)
15 The Individual PAGA Payments will be calculated by (a) dividing the amount of the Aggrieved
16 Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked
17 by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
18 Employee's PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of
19 service, the LWDA has been served with this motion and the Agreement.

20 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
21 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
22 settlement is "fair, adequate and reasonable" (Preliminary Approval Order at ¶3.) In sum, the Settlement
23 valued at \$750,000 is an excellent result for the Class. This result is particularly favorable in light of the
24 fact that liability and class certification in this case were far from certain in light of the defenses asserted
25 by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
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27 ¹ In light of the Court's ruling and guidance at preliminary approval, Class Counsel are seeking
28 attorneys' fees at the benchmark of 30% as opposed to the 1/3 provided by the Agreement.

1 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
2 reasonable and adequate, and should be finally approved.

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4 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
5 dated January 5, 2026 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
6 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On January
7 26, 2026, the Administrator mailed the Court-approved Class Notice to the Class Members, which
8 provided each class member with the terms of the Settlement, including notice of the claims at issue and
9 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
10 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
11 amount to that individual. See Declaration of Stacey Shim, to be filed after the March 27, 2026 Response
12 Deadline. In disseminating the notice, the Administrator followed the notice procedures authorized by
13 the Court in its Preliminary Approval Order. Significantly, there have been no objections and no requests
14 to opt-out. Currently, the entire Class (100.00%) will participate in the Settlement and will be sent a
15 settlement check.

16
17 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
18 Class Members were not properly paid all overtime wages for hours worked and at the correct rate, were
19 not provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
20 for required expenses, were not provided accurate itemized wage statements, were not paid all accrued
21 and used sick pay at the correct rate of pay, and were not paid all wages at the time of termination. The
22 Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal
23 relief allegedly due and owing to Plaintiffs and the other Class Members by virtue of the foregoing
24 claims.

25
26 6. Procedural History of the Litigation

27 (a) On September 7, 2023, Plaintiff Oddae Alghazarifiled with the LWDA and served on
28 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to

1 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. On
2 November 21, 2023, plaintiff Oddae Alghazari commenced the Class Action by class action Complaint
3 against Defendant in the Superior Court of the State of California, County of Alameda. This class action
4 Complaint asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof.
5 Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194,
6 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194
7 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512;
8 (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure
9 to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to
10 reimburse employees for required expenses in violation of California Labor Code § 2802; and, (8) failure
11 to pay sick wages in violation of California Labor Code §§ 201-203, 233, 246.

12 (b) On December 26, 2023, plaintiff Oddae Alghazali filed a complaint against Defendant in
13 the Superior Court of the State of California, County of Orange ("PAGA Action"). Plaintiff Alghazali's
14 complaint asserted a cause of action for violation of the Private Attorney General Act, Cal. Labor Code
15 §§ 2698, et seq. ("PAGA").

16 (c) As part of the Settlement, on June 4, 2025, Plaintiffs filed a First Amended Class Action
17 Complaint (the "Operative Complaint") in the Class Action adding the claims alleged in the PAGA
18 Action and plaintiff Waleed Alghazali as a named plaintiff

19 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
20 including informal discovery, and the production of documents, class data, and other information,
21 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The
22 information for mediation obtained by Plaintiff included: (1) data concerning the Class; (2) a sampling
23 of payroll data and time punch data covering 297 Class Members, 26,367 shifts and 6,135 work weeks;
24 (3) Defendant's wage and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of
25 wage statements provided by Defendant. As such, Class Counsel received the data and information for
26 the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

27 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
28

1 The Parties have vigorously litigated the Actions since inception. During the course of litigation, the
2 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have
3 engaged in significant research and investigation in connection with the Action. Class Counsel has
4 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
5 to perform an analysis of the data and valuation of the claims.

6 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
7 to mediation, the Parties engaged in the above investigation and the exchange of documents and
8 information in connection with the Action. On January 27, 2025 , the Parties participated in an all-day
9 mediation with Louis Marlin, a respected and experienced mediator of wage and hour class actions.
10 Following the mediation, each side, represented by its respective counsel, were able to agree to settle the
11 Actions based upon a mediator's proposal which was memorialized in a memorandum of understanding.
12 The Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times,
13 the negotiations were arm's length and contentious.

14 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing
15 of any kind associated with the claims alleged in the Actions and further denies that, for any purpose
16 other than settlement, the Action is appropriate for class and/or representative treatment. Defendant
17 contends, among other things, that it has complied at all times with Federal law, the applicable California
18 Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendant contends
19 that class certification is inappropriate for any reason other than for settlement. Plaintiffs contend that
20 Defendant violated California wage and hour laws. Plaintiffs further contend that the Actions are
21 appropriate for class certification on the basis that the claims meet the requisites for class certification.
22 Without admitting that class certification is proper, Defendant has stipulated that the above Class may
23 be certified for settlement purposes only. (Agreement at ¶ 2.7.) The Parties agree that certification for
24 settlement purposes is not an admission that class certification is proper. Further, the Agreement is not
25 admissible in this or any other proceeding as evidence that the Class could be certified absent a
26 settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites
27 for establishing class certification with respect to the Class are satisfied.

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

13
14 7. History of Settlement Discussions

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

21 (b) The Parties attended an arms-length mediation session with Louis Marlin, a respected and
22 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
23 for the mediation, Defendant provided Class Counsel with payroll and employment data and other
24 information regarding the Class Members, various internal documents, and other compensation and
25 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
26 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following the all-day
27 mediation, the Parties agreed to the Settlement, which was memorialized in the form of a Memorandum
28

1 of Understanding.

2 (c) From May of 2025 to October of 2025, the settlement agreement and exhibits thereto were
3 finalized and executed. On January 5, 2026, the Court granted the Motion for Preliminary Approval, and
4 entered the Order granting preliminary approval of the settlement as fair and reasonable to the Class.

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

7

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

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

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

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

24 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
25 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
26 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
27 to the value of the claims. Based upon 309 Class Members who collectively worked 6,990 Workweeks,
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1 the Gross Settlement Amount provides an average value of \$2,427 per Class Member and \$109 per
2 Workweek and after deductions the Net Settlement Amount provides an average recovery of \$1,414.23
3 per Class Member and a recovery of \$63.62 per Workweek. The calculations to compensate for the
4 amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiffs'
5 damage expert. As to the Class whose claims are at issue in this Action, Plaintiff used this expert to
6 analyze the data and determine the potential unpaid wages for the employees. The maximum potential
7 damages were calculated to be \$218,704 for the alleged unpaid wages due to off-the-clock work at 1 hour
8 per week, \$3,202 for the alleged underpaid overtime due for shifts over 8 hours, \$28,172 for the alleged
9 unpaid overtime wages due to the miscalculation of the regular rate, \$11,725 for the alleged unpaid meal
10 premiums, rest premiums and sick pay due to the miscalculation of the regular rate, \$301,700 for alleged
11 meal period damages based upon a 50.6% potential violation rate for shifts observed in the time records
12 and after deduction for meal premiums already paid by Defendant, and \$324,129 for alleged rest period
13 damages based upon the same 33.5% potential violation rate observed for meal breaks, \$10,792 for
14 alleged unreimbursed business expenses for personal cell phone usage at \$5 per month. Decl.
15 Nordrehaug, ¶6. As a result, the total damage valuation was calculated that Defendant was subject to a
16 maximum damage claim in the amount of \$896,822. As to potential penalties, Plaintiff calculated that
17 potential waiting time penalties were a maximum of between \$973,185 and \$1,441,755, depending on
18 the predicate violation, and potential maximum wage statement penalties were \$228,400.² Defendant
19 vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement
20 Amount of \$750,000 represents more than 83% of the maximum value of the alleged damages at issue
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24 ² While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
25 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
26 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
27 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
28 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
29 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
30 dispute as to whether and when the wages were due.").

1 in this case at the time this Settlement was negotiated.³ Importantly, the recent decision that good faith
2 belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065
3 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages
4 were owed to the Class. The above maximum calculations should then be adjusted in consideration for
5 both the risk of class certification and the risk of establishing class-wide liability on all claims. Given
6 the amount of the settlement as compared to the potential value of claims in this case and the defenses
7 asserted by Defendant, this settlement is fair and reasonable.⁴ Clearly, the goal of this litigation has been
8 met.

9 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
10 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
11 defenses both to liability and to class certification. The maximum and average Class Member allocation
12 will be set forth in the forthcoming Declaration of Stacey Shim (Administrator). Given the complexities
13 of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is
14 fair, reasonable and adequate, and should be finally approved.

15 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would
16 prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe
17 in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to
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19 ³ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
20 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
21 PAGA claim is addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug
at ¶33.

22 ⁴ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
25 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
26 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy*
27 *v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval
28 of a class settlement which represented "roughly one-sixth of the potential recovery".) See also *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 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 maximum valuation).

1 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
2 Plaintiffs' case and the risk of establishing class wide liability and damages.

3
4 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

7 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
8 fund settlement to be paid by Defendant to the Class in the amount of Seven Hundred Fifty Thousand
9 Dollars (\$750,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an
10 award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel
11 Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval
12 of the Class Counsel Fees Payment in an amount equal to 30% of the Gross Settlement Amount.⁵

13 (b) In the class action context, that means "attempting to award the fee that informed private
14 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining
15 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third
16 of the Gross Settlement Amount, which is more than the 30% that Class Counsel is now seeking. Such
17 bargaining is obviously the best measure of the market for fees. Moreover, fee awards in common fund
18 settlements as this one have resulted in a percentage of fees in an equivalent percentage to the sum sought
19 by Class Counsel herein, further reflecting the accurate market value of the award requested.

20 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
21 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
22 counsel for each of the parties as part of the Settlement.

23
24 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
25 Created for the Benefit of the Class

26
27
28 ⁵ In light of the Court's ruling and guidance at preliminary approval, Class Counsel are seeking attorneys' fees at the benchmark of 30% as opposed to the 1/3 provided by the Agreement.

1 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to 30% of
2 the Gross Settlement Amount of \$750,000, which equals \$225,000 for attorneys' fees. As part of the
3 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
4 incurred as per Class Counsel's billing statement in an amount not to exceed \$23,000. Finally, Defendant
5 also agreed that Plaintiffs can be awarded a Class Representative Service Payment in the amount of no
6 more than \$15,000 each as their service awards under the Agreement.

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

12 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
13 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
14 with his fee. The attorney working on a contingent basis can only log hours while working without pay
15 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the
16 risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this
17 case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent
18 fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of
19 private enforcement makes the requested award appropriate. This case was litigated on a contingent basis
20 for over two years, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am
21 aware of other similar cases where the court dismissed the class allegations or denied class certification.
22 Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.

23 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
24 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
25 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
26 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
27 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
28 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which

1 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
2 multiplier approved in other cases.

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

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

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

18 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
19 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
20 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
21 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
22 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
23 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
24 Counsel advanced more than \$20,000 in costs which could not have been recovered if this case had been
25 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
26 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
27 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
28 Plaintiffs also support the requested awards.

1 (i) In this case, the reasonableness of the requested attorneys' fee of 30% equal to \$225,000
2 is also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
3 **records for Class Counsel evidence that through March 25, 2026, Class Counsel's total lodestar is**
4 **\$136,445.00, with significant additional fees still to be incurred to complete final approval and the**
5 **settlement process.** The requested fee award is therefore currently equivalent to Class Counsel's total
6 lodestar with a reasonable multiplier cross-check of less than 1.7, and there will be additional lodestar
7 incurred by Class Counsel to complete the settlement process and manage the settlement distribution and
8 reports. Such a lodestar cross-check is below the multipliers approved in other cases such as *Laffitte* and
9 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002).⁶ As a result, this Court may conclude
10 that the requested award is fair and reasonable and is justified under California law.

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

18 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
19 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
20 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
21 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
22

23 ⁶ See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
24 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
25 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182
26 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
27 affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers
28 can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th
495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162
Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4);
Taylor v. Fedex Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by
2.26 multiplier).

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 30% of the common fund is, therefore, reasonable in light of the higher
26 one-third fees that have been awarded in other similar cases.

27 12. **The contemporaneous billing records for Class Counsel evidence that through March**
28

1 **26, 2026, Class Counsel's total lodestar is \$136,445.00**, with significant additional fees still to be
2 incurred to complete final approval and the settlement process. From November 17, 2023 to March 25,
3 2026, my firm worked on this matter for over 160 hours, with hourly rates for attorneys ranging from
4 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$136,445.00. The
5 requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable
6 multiplier cross-check of less than 1.7, and there will be additional lodestar incurred by Class Counsel
7 to complete the settlement process and manage the settlement distribution and reports. A detailed
8 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
9 Exhibit #3. In addition, Class Counsel will be performing significant additional work that is not included
10 in this lodestar amount, including finalizing the final approval motion, attending the hearing on final
11 approval, and monitoring completion of the settlement process. I expect this additional work will result
12 in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the
13 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial
14 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are
15 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A
16 true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates
17 have been approved by Court's throughout California, including the Courts in the Superior Court of
18 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class
19 Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant]
20 community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly
21 rates is further confirmed by comparing such rates with the rates of comparable counsel practicing
22 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
23 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
24 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate
25 billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District
26 of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable
27 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above
28

1 who is defense counsel in cases currently being prosecuted by Class Counsel. In another example,
2 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class
3 Counsel, in years past charged rates as high as \$875 for partners and \$535 for associates. Similarly, Paul
4 Hastings, another opposing counsel in these types of cases, historically charged between \$900 and \$750
5 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable
6 work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested
7 fee award as a percentage of the fund is supported by the currently lodestar incurred, and will be a lower
8 multiplier by the completion of the settlement. The requested award is therefore reasonable viewed by
9 the Lodestar/Multiplier cross-check.

10
11 Litigation Expenses

12 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
13 Counsel Litigation Expenses Payment of not more than \$23,000.” Class Counsel requests reimbursement
14 for incurred litigation expenses and costs in the amount of \$20,582.79. Class Counsel have incurred
15 expenses of \$20,582.79 based upon counsel's billing records; therefore, this requested amount is less than
16 the allocation in the Agreement. These litigation expenses include the expenses incurred for filing fees,
17 Federal Express charges, mediation expenses, expert expenses (Berger Consulting), and attorney service
18 charges (OneLegal and Knox), all of which are costs normally billed to and paid by the client. The
19 details of the litigation expenses incurred by my firm in this matter are set forth in Exhibit #3. These costs
20 were reasonably incurred in the prosecution of the Action.

21
22 Service Awards

23 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
24 service award of \$15,000 each in accordance with the Agreement for their time, risk and effort expended
25 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
26 payment and there have been no objections to the requested service awards. The Plaintiffs’ Declarations
27 in support of these requests are attached hereto as Exhibits #5 and 6. As the representatives of the Class,
28

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

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

1 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
2 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
3 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
4 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.
5 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG*
6 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,
7 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,
8 BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award);
9 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018)
10 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District
11 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

12 15. The requested service awards are also reasonable in light of the reputational risk that
13 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
14 employment prospects at risk by becoming class representatives as the fact that they filed a lawsuit "is
15 searchable on the internet and may become known to prospective employers when evaluating" them for
16 employment. *Guipone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
17 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
18 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
19 exists that allows employers to run extensive background searches on potential employees. Companies
20 who provide these services specifically highlight the fact that their services allows employers to weed
21 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of
22 whether a prospective employee is likely to sue" the employer, through background checks and other
23 means, to screen out these employees.⁷ Onicra Credit Rating Agency states: "Background screening has
24 become a necessity in today's litigious society." Back Track Screening also represents: "In today's
25 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."⁸

26
27 ⁷ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

28 ⁸ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

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

4 16. As a result, Class Counsel respectfully requests approval of the application for award of
5 the Class Counsel Fees Payment equal to 30% of the common fund, an award of litigation expenses in
6 the amount of \$20,582.79, and approval of the requested service awards to the Plaintiffs.

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

10
11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed this 25th day of March, 2026, at San Diego, California.

13 /s/ Norman Blumenthal
14 NORMAN B. BLUMENTHAL
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27 ⁹ [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-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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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

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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

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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-GE-B-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. Lemoore 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 plaintiffs Oddae Alghazali and Waleed Alghazali (“Plaintiffs”) and defendant Formel D USA, Inc. (“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. “Actions” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Alghazali, et al. v. Formel D USA, Inc.*, Case No. 23CV059739, initiated on November 21, 2023 and pending in Superior Court of the State of California, County of Alameda and the lawsuit alleging wage and hour violations against Defendant captioned *Alghazali, et al. v. Formel D USA, Inc.*, Case No. 30-2023-01369309-CU-OE-CXC, initiated on December 26, 2023 and pending in the Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means Apex Class Action LLC, 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 were employed by Defendant in the State of California and classified as non-exempt employees at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in the State of California and classified as non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik 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 with a Spanish translation 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 21, 2019 to the earlier of April 27, 2025 or Preliminary Approval, subject to Paragraph 9, below.
- 1.14. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Actions seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Alameda.

- 1.17. "Defendant" means Formel D USA, Inc.
- 1.18. "Defense Counsel means Kevin D. Reese and Emma Baker of Jackson Lewis P.C.
- 1.19. "Effective Date" means the date when the Court enters a Judgment on its Order Granting Final Approval of the Settlement.
- 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 Seven Hundred and Fifty Thousand Dollars (\$750,000) 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” 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 September 7, 2022 to the earlier of Preliminary Approval or April 27, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the plaintiff Oddae Alghazari’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. “Plaintiffs” means Oddae Alghazali and Waleed Alghazali, the named plaintiffs 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, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period, for the claims alleged in the Operative Complaint against Defendant and the Released Parties, including (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5)

failure to furnish accurate wage statements, (6) waiting time penalties, (70) failure to timely pay wages, (8) failure to indemnify business expenses, (9) violation of Labor Code § 227.3, and (10) unfair competition in violation of the Cal. Bus. & Prof. Code, and all claims for civil penalties violations alleged in the Operative Complaint. 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 claims based on facts occurring outside the Class Period.

- 1.39. "Released PAGA Claims" means all claims for civil penalties under the PAGA that were alleged in the Operative Complaint or reasonably could have been alleged based on facts stated in the PAGA Notice to the LWDA, during the PAGA Period, including the following: (1) failure to provide accurate itemized wage statements, (2) failure to properly record and provide meal periods, (3) failure to properly record and provide rest periods, (4) failure to pay minimum wages, (5) failure to pay overtime wages and sick pay wages, (6) failure to reimburse employees for business expenses, (7) failure to timely pay wages, and (8) failure to provide suitable seating, and all claims for civil penalties violations alleged in the Operative Complaint. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
- 1.40. "Released Parties" means: Defendant, and each of its past, present and future parents, subsidiaries, successors and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendant and its past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and any individual or entity which could be jointly liable with any of the foregoing.
- 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 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” 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

2.1. On November 21, 2023, plaintiff Oddae Alghazali filed a complaint against Defendant in the Superior Court of the State of California, County of Alameda (“Class Action”). Plaintiff Alghazali’s complaint asserted claims that 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 reimburse employees for required expenses in violation of California Labor Code § 2802.
- (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Failed to pay sick pay wages in violation of California Labor Code §§ 201-203, 233, 246.

2.2. On December 26, 2023, plaintiff Oddae Alghazali filed a complaint against Defendant in the Superior Court of the State of California, County of Orange (“PAGA Action”). Plaintiff Alghazali’s complaint asserted a cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.3. On January 27, 2025, the Parties participated in an all-day mediation presided over by Louis Marlin, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were 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.

2.4. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s 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*”).

- 2.5. On May 16, 2025, the Parties filed a stipulation to amend the complaint in the Class Action and add the claims alleged in the PAGA Action and plaintiff Waleed Alghazali as a named plaintiff. The First Amended Complaint in the Class Action is referred to as the “Operative Complaint”).
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.7. 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 Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff 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.
- 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action 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 \$750,000 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 Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$15,000 each (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 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 \$250,000, and a Class Counsel Litigation Expenses Payment of not more than \$23,000. 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 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 \$15,000 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 \$15,000, 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 309 Class Members who collectively worked a total of approximately 6,990 Workweeks through April 27, 2025, and 234 Aggrieved Employees who worked a total of approximately 2,879 PAGA Pay Periods through April 27, 2025.
- 4.2. Class Data. Not later than 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 fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of the payroll taxes in two (2) equal payments. The first payment of 50% of the Gross Settlement Amount and Defendant's share of the payroll taxes applicable to that payment shall be transmitted to the Administrator no later than upon the latter of the date the Judgment is entered or April 10, 2026. The second payment of 50% of the Gross Settlement Amount and Defendant's share of the payroll taxes applicable to that payment shall be transmitted to the Administrator no later than January 26, 2027.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. On a *pro rata* basis, the Administrator shall make two (2) payment distributions. The Administrator will make the first distribution within 14 days after Defendant funds the first 50% of the Gross Settlement Amount. The Administrator will make the second and final distribution within 14 days after Defendant funds the second payment of 50% of the Gross Settlement Amount. For each distribution, the Administrator will mail checks proportionately 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 Payments.
- 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 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 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 USPS forwarding address. Within 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 Equal Justice Society, subject to Court approval, a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. None of the Gross Settlement Amount shall revert to Defendant.
- 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.
- 5.6. Plaintiffs, Class Counsel, Defendant and Defendant's Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or any increase in the fees of the Administrator that may result from such errors or omissions.
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. Plaintiffs' Release. Plaintiffs and their 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 ("Plaintiffs' Release"). Plaintiffs' 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. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- (a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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. The LWDA is deemed to release, on behalf of itself and its 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 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 Cy Pres Recipient, if any. 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/or the proposed Cy Pres Recipient; 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 and/or the proposed Cy Pres Recipient; (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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any. 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

7.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 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.

7.3. 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, subject to approval of their respective parties, and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC 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 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 (5) 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 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 with Spanish translation 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 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 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 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever 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 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 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 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 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 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 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 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 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, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. Defendant can elect to do one of the following: (1) extend the Class Period to the date of Preliminary Approval by agreeing to increase the Gross Settlement Amount on a pro rata basis as to the additional workweeks included in the Class Period above 10% of 6,673, or (2) elect to conclude the Class Period and PAGA Period as of a date where the total workweeks does not exceed 6,673 plus 10% (e.g. the total workweeks do not exceed 7,340.3) without any increase in the Gross Settlement Amount. Defendant shall communicate its election prior to the hearing on the date of the motion for Preliminary Approval.

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

10 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 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 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 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 a mediator and/or the 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 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:

Kevin D. Reese
Jackson Lewis P.C.
50 California Street, 9th Floor
San Francisco, CA 94111
Telephone: (415) 394-9400
Facsimile: (415) 394-9401
Emma Baker
Jackson Lewis P.C.
160 W. Santa Clara Street, Suite 400
San Jose, CA 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290

- 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on January 27, 2025 until the earlier of the Effective Date or 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: 09/17/2025 

Oddae alghazali (Sep 17, 2025 21:07:08 PDT)

Plaintiff Oddae Alghazali

Dated: 09/17/2025 

Waleed alghazali (Sep 17, 2025 19:49:49 PDT)

Plaintiff Waleed Alghazali

Dated: _____

[name]
For Defendant Formel D USA, Inc.

Dated: 9/19/25 

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Kevin D. Reese
Emma Baker
Jacson Lewis P.C.
Attorney for Defendant

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: _____
Plaintiff Oddae Alghazali

Dated: _____
Plaintiff Waleed Alghazali

Dated: 10/12/2025
Michael Sagan

Michael Sagan [name]
For Defendant Formel D USA, Inc.

Dated: 10/14/2025
Marcel Blinde

Marcel Blinde [name]
For Defendant Formel D USA, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 10/14/2025
Kevin D. Reese

Kevin D. Reese
Emma Baker
Jacson Lewis P.C.
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 SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Alghazali v. Formel D USA, Inc.,
Superior Court of the State of California, County of Alameda, Case No. 23CV059739

***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 Formel D USA, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Oddae Alghazali and Walleed Alghazali (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in the State of California and classified as non-exempt employees at any time during the Class Period (November 21, 2019 through April 27, 2025) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendant in the State of California and classified as non-exempt employees at any time during the PAGA Period (September 7, 2022 through April 27, 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 Individual PAGA Payments 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 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.)

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 Plaintiffs and Plaintiffs’ 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 and/or the PAGA 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 against Defendant as described below 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 subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.

Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	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 include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiffs 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 _____ [a.m./p.m.], at the Alameda County Superior Court, in Department 18 before Judge Patrick McKinney. 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 virtual 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 Witten 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 s 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, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiffs were employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick wages, and engaging in unfair competition. Plaintiffs also seek 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.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather

than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs 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 do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. 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 **Seven Hundred Fifty Thousand Dollars (\$750,000) (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 Payments, 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 also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator in two (2) equal payments. The first payment of 50% of the Gross Settlement Amount and Defendant’s share of the payroll taxes applicable to that payment shall be transmitted to the Administrator no later than upon the latter of the date the Judgment is entered or April 10, 2026. The second payment of 50% of the Gross Settlement Amount and Defendant’s share of the payroll taxes applicable to that payment shall be transmitted to the Administrator no later than January 26, 2027. On a *pro rata* basis, the Administrator shall make two (2) payment distributions. The Administrator will make the first distribution within 14 days after Defendant funds the first 50% of the Gross Settlement Amount. The Administrator will make the second and final distribution within 14 days after Defendant funds the second payment of 50% of the Gross Settlement Amount.

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, Plaintiffs 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 \$ [REDACTED], 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 \$250,000 and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$23,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs 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 Payments. Class Representative Service Payments in an amount not more than \$15,000 each to the two Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook. The amount stated is what Plaintiffs 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 September 7, 2022, through April 27, 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 Payments, 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 \$_____. 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-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment 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. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. 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. Plaintiffs 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 monies will be transmitted to the Cy-Pres Recipient. The Parties propose Equal Justice Society as the Cy Pres Recipient, subject to Court approval.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges 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, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period, for the claims alleged in the Operative Complaint against Defendant and the Released Parties, including (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to furnish accurate wage statements, (6) waiting time penalties, (7) failure to timely pay wages, (8) failure to indemnify business expenses, (9) violation of Labor Code § 227.3, and (10) unfair competition in violation of the Cal. Bus. & Prof. Code, and all claims for civil penalties violations alleged in the Operative Complaint. 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 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, LWDA is deemed to release, on behalf of itself and its 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 civil penalties under the PAGA that were alleged in the Operative Complaint or reasonably could have been alleged based on facts stated in the PAGA Notice to the LWDA, during the PAGA Period, including the following: (1) failure to provide accurate itemized wage statements, (2) failure to properly record and provide meal periods, (3) failure to properly record and provide rest periods, (4) failure to pay minimum wages, (5) failure to pay overtime wages and sick pay wages, (6) failure to reimburse employees for business expenses, (7) failure to timely pay wages, and (8) failure to provide suitable seating, and all claims for civil penalties violations alleged in the Operative Complaint. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant, and each of its past, present and future parents, subsidiaries, successors and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendant and its past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and any individual or entity which could be jointly liable with any of the foregoing.

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 21, 2019 through April 27, 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 during the PAGA Period (September 7, 2022 through April 27, 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 an additional 14 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.

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.

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 the dispute 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 *Alghazali v. Formel D USA* 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 *Alghazali v. Formel D USA*, Case No. 23CV059739. 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. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. 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 *Alghazali v. Formel D USA* or on the Court's website (<https://eportal.alameda.courts.ca.gov/>) and entering the Case No. 23CV059739.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Awards 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 an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute 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, *Alghazali v. Formel D USA*, Case No. 23CV059739, 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, 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. Instructions on how to do so are available on the Court's website at <http://www.alameda.courts.ca.gov/>. 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:

Kevin D. Reese
Jackson Lewis P.C.
50 California Street, 9th Floor
San Francisco, CA 94111

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 18 of the Superior Court of California, County of Alameda, at 1221 Oak Street, Oakland, CA 94612, before Judge Patrick McKinney. 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 service payments to Plaintiffs. 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 website for the most current information concerning appearances and procedures at the Court - <http://www.alameda.courts.ca.gov/>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

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 *Alghazali v. Formel D USA*. In addition, hearing dates are posted on the Internet via the eCourt Public Portal for the California Superior Court for the County of Alameda (<https://eportal.alameda.courts.ca.gov/>) and entering the Case No. 23CV059739.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Alghazali v. Formel D USA* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Alghazali v. Formel D USA*, where these documents will be posted as they become available. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number (23CV059739) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings, including the Clerk's Office at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612.

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 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 event, the Administrator shall pay all unclaimed funds to the Cy-Pres Recipient. The Parties propose Equal Justice Society as the Cy Pres Recipient, subject to Court approval.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ODDAE ALGHAZALI and WALLEED
ALGHAZALI, individually, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

FORMEL D USA, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23CV059739

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Patrick McKinney
Dept: 18

Date Filed: November 21, 2023
Trial Date: Not set

This matter came before the Honorable Patrick McKinney of the Superior Court of the State of California, in and for the County Alameda, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Oddae Alghazali and Walleed Alghazali ("Plaintiffs") for preliminary approval of the Settlement with Defendant Formel D USA, Inc. ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court

PRELIMINARY APPROVAL ORDER

1 and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class
2 Action Settlement.

3
4 **IT IS HEREBY ORDERED:**

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

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

13 3. The Gross Settlement Amount that Defendant shall pay is Seven Hundred Fifty
14 Thousand Dollars (\$750,000). It appears to the Court on a preliminary basis that the settlement
15 amount and terms are fair, adequate and reasonable as to all potential Class Members when
16 balanced against the probable outcome of further litigation and the significant risks relating to
17 certification, liability and damages issues. It further appears that investigation and research have
18 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
19 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
20 by all Parties, as well as avoid the delay and risks that would be presented by the further
21 prosecution of the Action. It further appears that the Settlement has been reached as the result of
22 serious and non-collusive, arm's-length negotiations.

23 4. The Court preliminarily finds that the Settlement appears to be within the range of
24 reasonableness of a settlement that could ultimately be given final approval by this Court. The
25 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
26 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 \$23,000, and
5 proposed Class Representative Service Payment to the Plaintiffs in an amount not to exceed
6 \$15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
7 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
8 evidence supporting these requests, including lodestar, prior to final approval.

9 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
10 representative treatment and certification of a class for settlement purposes only. This stipulation
11 will not be deemed admissible in this or any other proceeding should this Settlement not become
12 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
13 "all individuals who were employed by Defendant in the State of California and classified as non-
14 exempt employees at any time during the Class Period." The "Class Period" is November 21,
15 2019 through April 27, 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 Plaintiffs are typical of the claims of the members of the Class; (d)
22 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
23 class action is superior to other available methods for the efficient adjudication of this controversy;
24 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
25 adequate representatives of the Class.

26 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
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1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

2 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
3 Amount of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development
4 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
5 Agreement pursuant to the PAGA and \$5,000 to the Aggrieved Employees. “Aggrieved
6 Employees” are all individuals who were employed by Defendant in the State of California and
7 classified as non-exempt employees at any time during the PAGA Period (September 7, 2022
8 through April 27, 2025). Pursuant to Labor Code section 2699, the LWDA will be provided
9 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
10 reasonable.

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

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

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

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

26 14. A final approval hearing shall be held before this Court on _____
27 _____ at _____ in Department 18 of the Alameda County Superior Court to hear
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1 the motion for final approval and for attorneys' fees and costs, and to determine all necessary
2 matters concerning the Settlement, including: whether the proposed settlement of the Action on
3 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
4 should be finally approved by the Court; whether the Final Approval Order and Judgment should
5 be entered herein; whether the plan of allocation contained in the Agreement should be approved
6 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
7 costs, service awards, and the expenses of the Administrator. All papers in support of the motion
8 for final approval and for attorneys' fees, costs and service award shall be filed with the Court and
9 served on all counsel no later than sixteen (16) court days before the hearing and both motions
10 shall be heard at this final approval hearing.

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

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

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

10 **IT IS SO ORDERED.**

11 Dated: _____

12 _____
13 HON. PATRICK MCKINNEY
14 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 ALAMEDA

ODDAE ALGHAZALI and WALLEED
ALGHAZALI, individually, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

FORMEL D USA, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23CV059739

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Patrick McKinney
Dept: 18

Date Filed: November 21, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Oddae Alghazali and Walleed Alghazali (“Plaintiffs”)
2 for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”)
3 with Defendant Formel D USA, Inc. (“Defendant”), attorneys’ fees and costs, service payments,
4 and the expenses of the Administrator duly came on for hearing on _____ before the
5 Honorable Patrick McKinney.

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 Alameda, 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 Seven Hundred Fifty
16 Thousand Dollars (\$750,000) 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.

1 **Notice to the Class**

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

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

23 **Fairness of the Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

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

3 b. Plaintiffs and Class Counsel's investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

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

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Class Members will be mailed a
10 settlement payment, representing ____% of the overall Class.

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

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

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

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

24 **Class Representative Service Payments**

25 12. The Agreement provides for Class Representative Service Payments of not more
26 than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payments in the amount of \$_____ each to the Plaintiffs are
28

1 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
2 their time and effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

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

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
17 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are all individuals who were employed by Defendant in the
19 State of California and classified as non-exempt employees at any time during the PAGA Period
20 (September 7, 2022 through April 27, 2025). Pursuant to Labor Code section 2699, the LWDA
21 was provided notice of the Agreement and these settlement terms and has not indicated any
22 objection thereto. The Court finds the PAGA Penalties to be reasonable.

23 **II.**

24 **ORDERS**

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

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

1 All individuals who were employed by Defendant in the State of California and
2 classified as non-exempt employees at any time during the Class Period (November
21, 2019 through April 27, 2025).

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

6 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendant shall fund the Gross Settlement Amount and also fund the
8 amounts necessary to fully pay Defendant’s share of the payroll taxes in two (2) equal payments.
9 The first payment of 50% of the Gross Settlement Amount and Defendant’s share of the payroll
10 taxes applicable to that payment shall be transmitted to the Administrator no later than upon the
11 latter of the date the Judgment is entered or April 10, 2026. The second payment of 50% of the
12 Gross Settlement Amount and Defendant’s share of the payroll taxes applicable to that payment
13 shall be transmitted to the Administrator no later than January 26, 2027.

14 18. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and
15 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
16 compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

17 19. The payment of Class Representative Service Payments in the amount of \$_____ to each of the Plaintiffs is approved.

18 20. The payment of \$_____ to the Administrator for its fees and expenses is
19 approved.

20 21. The PAGA Penalties amount of \$20,000 is approved and is to be distributed in
21 accordance with the Agreement. Pursuant to Labor Code section 2699, sClass Counsel shall
22 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
23 entry.

24 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
25 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
26 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
27

1 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
2 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
3 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
4 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
5 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
6 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
7 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
8 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
9 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
10 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
11 Claims and/or Released PAGA Claims.

12 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
13 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
14 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
15 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
16 to individual Class Members.

17 25. If the Agreement does not become final and effective in accordance with the terms
18 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
19 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
20 revert to their respective positions as of before entering into the Agreement, and expressly reserve
21 their respective rights regarding the prosecution and defense of this Action, including all available
22 defenses and affirmative defenses, and arguments that any claim in the Action could not be
23 certified as a class action and/or managed as a representative action.

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

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

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

3 28. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims
6 against all Released Parties as follows:

7 (a) All Participating Class Members, on behalf of themselves and their
8 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
9 and assigns, release Released Parties from the Released Class Claims. The "Released Class
10 Claims" are all claims, rights, demands, damages, liabilities, and causes of action, in law or in
11 equity, arising at any time during the Class Period, for the claims alleged in the Operative
12 Complaint against Defendant and the Released Parties, including (1) failure to pay minimum
13 wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide
14 rest periods, (5) failure to furnish accurate wage statements, (6) waiting time penalties, (70) failure
15 to timely pay wages, (8) failure to indemnify business expenses, (9) violation of Labor Code §
16 227.3, and (10) unfair competition in violation of the Cal. Bus. & Prof. Code, and all claims for
17 civil penalties violations alleged in the Operative Complaint. Except as expressly set forth in the
18 Agreement, Participating Class Members do not release any other claims, including claims for
19 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
20 unemployment insurance, disability, social security, workers' compensation, or claims based on
21 facts occurring outside the Class Period.

22 (b) The LWDA is deemed to release, on behalf of itself and its respective
23 former and present representatives, agents, attorneys, heirs, administrators, successors, and
24 assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims"
25 are all claims for civil penalties under the PAGA that were alleged in the Operative Complaint or
26 reasonably could have been alleged based on facts stated in the PAGA Notice to the LWDA,
27 during the PAGA Period, including the following: (1) failure to provide accurate itemized wage
28

1 statements, (2) failure to properly record and provide meal periods, (3) failure to properly record
2 and provide rest periods, (4) failure to pay minimum wages, (5) failure to pay overtime wages and
3 sick pay wages, (6) failure to reimburse employees for business expenses, (7) failure to timely pay
4 wages, and (8) failure to provide suitable seating, and all claims for civil penalties violations
5 alleged in the Operative Complaint. The Released PAGA Claims do not include other PAGA
6 claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
7 unemployment insurance, disability and worker's compensation, and claims outside of the PAGA
8 Period.

9 (c) Plaintiffs and their respective former and present spouses, representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
11 Released Parties from the Plaintiffs' Release, as fully set forth in the Agreement.

12 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
13 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
14 Administrator shall transmit the funds represented by such checks to the Cy-Pres Recipient,
15 consistent with the requirements of California Code of Civil Procedure Section 384, subd. (b).
16 The Parties have proposed Equal Justice Society as the Cy Pres Recipient, and the Court approves
17 Equal Justice Society to be Cy Pres Recipient.

18 30. The Court hereby enters judgment in the entire Action as of the filing date of this
19 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
20 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
21 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
22 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

24
25 Dated: _____

26 _____
27 HON. PATRICK MCKINNEY
28 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 03/25/2026
Due On: 04/24/2026

Oddae Alghazali
201 Buena Vista Dr
Pinole, CA 94564

CA3060

Formel D USA Inc

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	08/09/2023	Review and analyze original intake notes of Plaintiff. Legal research regarding related litigation in Court. Research Defendant's business operations in CA. Review facts and claims.	2.80	\$850.00	\$2,380.00
NDB	08/14/2023	Review and analyze DFEH and retaliation claims. Review rounding and minimum wage claims. Analyze emails and docs from Plaintiff. legal research regarding the same.	2.40	\$850.00	\$2,040.00
NDB	08/16/2023	Review entire employment file of Plaintiff. Analyze all paystubs for wage and hour claims. Legal research. Conference with Plaintiff to discuss documents and claims. Obtain background facts for complaint and case notes.	3.40	\$850.00	\$2,890.00
NDB	08/18/2023	Review document file and analyze facts. Research venue issue. Draft Complaint.	2.90	\$850.00	\$2,465.00
NDB	08/20/2023	Review 2802 and rest break claims. Legal research regarding the same. Draft complaint, discuss with Plaintiff.	2.60	\$850.00	\$2,210.00
NDB	09/02/2023	Review and revise complaint. Send to Plaintiff for approval.	1.20	\$850.00	\$1,020.00
NDB	09/07/2023	Review and research PAGA claims. Draft PAGA notice.	1.10	\$850.00	\$935.00

NDB	09/23/2023	Review and analyze document file and complaint. Draft internal case notes memo detailing facts and law.	1.90	\$850.00	\$1,615.00
NDB	10/11/2023	Review and analyze original intake notes of additional Plaintiff Waleed Alghazali. review employment file for claims - analyze all paystubs. legal research.	2.00	\$850.00	\$1,700.00
RE	11/17/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	11/17/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	11/20/2023	Review, edit, revise class action complaint; finalize draft for filing	2.70	\$675.00	\$1,822.50
RE	11/21/2023	Draft summons & civil case cover sheet/ addendum re class action	0.50	\$675.00	\$337.50
RE	11/21/2023	Review & finalize class action complaint package; file in Alameda Sup. Ct.	0.75	\$675.00	\$506.25
RE	12/20/2023	Draft PAGA only complaint	3.75	\$675.00	\$2,531.25
RE	12/26/2023	Draft summons & civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50
RE	12/26/2023	Review & finalize PAGA only complaint package; file in Butte Sup. Ct.	0.75	\$675.00	\$506.25
RE	12/28/2023	Review court-returned docs; review docket re PAGA action; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	12/28/2023	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
RE	01/11/2024	Review court returned docs re class action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	01/11/2024	Review file; prep initial documents for service of process re class action; identify reg. agent; send out for service via knox	0.70	\$675.00	\$472.50
RE	01/17/2024	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
RE	02/19/2024	Review file; prep docs for service of process re PAGA action; identify reg agent; send out for service via knox	0.75	\$675.00	\$506.25
SB	02/19/2024	Review complaint, analyze, advise ND	2.80	\$450.00	\$1,260.00
RE	02/21/2024	File POS of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50

CJ	03/04/2024	Evaluate claims, timing for discovery, CMO	0.75	\$550.00	\$412.50
CJ	03/04/2024	Research ROA and judge's standing order, evaluate timing for CMC and m&c prior thereto, correspond with OPC re same	0.75	\$550.00	\$412.50
CJ	03/08/2024	Prepare for t/c with OPC to m&c, review case and claims, review OPC	1.00	\$550.00	\$550.00
CJ	03/08/2024	T/c with OPC to m&c, advise AJB	0.50	\$550.00	\$275.00
CJ	03/12/2024	Analyze case and claims, review Complaint, CMO, evaluate prior correspondence with OPC	1.00	\$550.00	\$550.00
CJ	03/12/2024	Draft ISC report advise PM	1.00	\$550.00	\$550.00
CJ	03/13/2024	Review status of joint report, determine filing deadline and advise OPC	0.50	\$550.00	\$275.00
CJ	03/18/2024	Analyze status of case and claims, review ROA , prior orders, and status of CMC	1.00	\$550.00	\$550.00
CJ	03/18/2024	Research Tentative Rulings, evaluate and circulate to firm	0.50	\$550.00	\$275.00
SB	03/18/2024	Revise complaint, advise ND	2.80	\$450.00	\$1,260.00
PM	04/25/2024	Draft Joint CMC Report; review, review, finalize joint CMC report.	1.00	\$750.00	\$750.00
CJ	04/29/2024	Review status of CMC and status of case advise PM	0.50	\$550.00	\$275.00
CJ	05/02/2024	Review case and claims, CMC St., deadlines related to CMC, research ROA	1.00	\$550.00	\$550.00
PM	05/31/2024	Review upcoming hearing dates and deadlines; review status of scheduling mediation and confer with defense and mediator's office re the same.	0.50	\$750.00	\$375.00
CJ	06/13/2024	Research case and claims, determine status of case and review local rules and CMC requirements	1.00	\$550.00	\$550.00
CJ	06/13/2024	Draft Joint CMC Statement per court's requirements	1.00	\$550.00	\$550.00
CJ	06/14/2024	Review and evaluate Defendant's edits to the joint report, revise, finalize	1.00	\$550.00	\$550.00
PM	06/25/2024	Prepare for CMC and attend CMC; review correspondences regarding scheduling of mediation; review CMC Statement; draft summary of CMC and circulate internally.	1.00	\$750.00	\$750.00
GG	07/10/2024	Organize and bates number documents	0.90	\$250.00	\$225.00
CJ	07/10/2024	Review complaint, case notes and status of case,	1.00	\$550.00	\$550.00

		review prior correspondence and documents in file			
CJ	07/10/2024	Draft mediation data and document request, continue to review complaint, case notes and documents in file	1.00	\$550.00	\$550.00
GG	08/15/2024	ROA check re upcoming CMC	0.10	\$250.00	\$25.00
AR	08/16/2024	Review and outline pleadings for onboarding; review and outline client documents in advance of status conference; draft summary.	1.00	\$550.00	\$550.00
GG	08/16/2024	Review order re continued CMC, and update list for week's upcoming appearances/ circulate to team.	0.10	\$250.00	\$25.00
AR	08/19/2024	Review joint statement in advance of CMC; review order from Court; draft follow up correspondence.	0.70	\$550.00	\$385.00
GG	09/05/2024	Review email re Mediation confirmation, and respond with service list.	0.10	\$250.00	\$25.00
PM	09/05/2024	Review complaints in class action and PAGA action; review legal and factual claims.	0.75	\$750.00	\$562.50
SB	01/07/2025	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
NDB	01/09/2025	Review court docket and case file. Review and analyze discovery to date. Review data produced for mediation. Analyze Defendant's written policy documents. Legal research. Prepare for mediation.	4.20	\$850.00	\$3,570.00
NDB	01/10/2025	Review and analyze pay stubs and time punch data for meal and overtime claims. Legal research. Review both Plaintiffs individual claims and damages, prepare for mediation.	2.50	\$850.00	\$2,125.00
GG	01/13/2025	Drafted stipulation and protective order for Class action.	0.60	\$250.00	\$150.00
CJ	01/13/2025	Prepare for t/c with Plaintiffs, review client documents and create exhibits for mediation brief	2.00	\$550.00	\$1,100.00
CJ	01/13/2025	Prepare for t/c with Plaintiff Oddae, annotate	1.00	\$550.00	\$550.00
CJ	01/13/2025	Prepare for t/c with Plaintiff Walleed, annotate	1.00	\$550.00	\$550.00
CJ	01/14/2025	Review updated mediation template, review mediators' requirements, begin drafting brief	1.00	\$550.00	\$550.00
CJ	01/14/2025	Revise case analysis and continue to review documents for mediation	1.00	\$550.00	\$550.00
CJ	01/15/2025	Continue to analyze Plaintiff's wage statements,	1.00	\$550.00	\$550.00

		draft analysis re same, coordinate with expert, correspond with OPC to obtain mediation data			
CJ	01/16/2025	Continue evaluation of Plaintiff's documents and case notes, revise brief	1.00	\$550.00	\$550.00
SB	01/17/2025	Speak with client about claims, calculate individual damages, add to case notes, and advise AJB	2.60	\$450.00	\$1,170.00
NDB	01/18/2025	Review and research previous settlements with similar claims and workweeks for mediation valuation. Review and analyze off the clock work tasks and theories. Legal research.	2.20	\$850.00	\$1,870.00
NDB	01/19/2025	Draft mediation brief.	2.10	\$850.00	\$1,785.00
AR	01/20/2025	Multiple correspondence regarding protective order.	0.50	\$550.00	\$275.00
CJ	01/20/2025	Revise mediation brief	1.00	\$550.00	\$550.00
CJ	01/20/2025	Analyze protective order, research model, execute and return to OPC	1.00	\$550.00	\$550.00
AB	01/20/2025	Finalize and file mediation brief.	5.00	\$895.00	\$4,475.00
CJ	01/21/2025	Continue to revise brief and sent to AJB	1.00	\$550.00	\$550.00
SB	01/22/2025	Review and analyze mediation brief, prepare for mediation, advise AJB	2.80	\$450.00	\$1,260.00
CJ	01/23/2025	Review confidentiality agreement, analyze issue re discovery in litigation, advise PM, execute and return	1.00	\$550.00	\$550.00
CJ	01/24/2025	Evaluate data and documents from OPC, coordinate with OPC and expert re same	0.50	\$550.00	\$275.00
NDB	01/26/2025	Review and analyze all mediation materials including briefs and exhibits thereto. Review case demographics. Review expert damage and penalty reports and notes and assumptions. Analyze. Plaintiffs' settlement authority. Prepare for mediation.	1.30	\$850.00	\$1,105.00
CJ	01/27/2025	Analyze supplemental expert report, coordinate with expert	0.50	\$550.00	\$275.00
AB	01/27/2025	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
SB	01/27/2025	Attend mediation	8.00	\$450.00	\$3,600.00
GG	02/06/2025	Reviewed ROA to confirm upcoming CMC.	0.10	\$250.00	\$25.00
GG	02/06/2025	Prepare draft joint cmc statement in class action.	0.50	\$250.00	\$125.00
GG	02/07/2025	Added details re remote appearance info to	0.10	\$250.00	\$25.00

		events email re CMC, and circulated email.			
GG	02/07/2025	Drafter POS, finalized, filed, and served CMC statement in the Class action.	0.50	\$250.00	\$125.00
CJ	02/07/2025	Review status of CMC St., correspond with OPC, finalize for filing	0.50	\$550.00	\$275.00
CJ	02/10/2025	T/c with Plaintiff	0.50	\$550.00	\$275.00
GG	02/12/2025	Reviewed ROA re upcoming CMC, and added to events email.	0.10	\$250.00	\$25.00
CJ	02/13/2025	Evaluate status of CMC and ROA, review calendar and deadlines, status of MOU	0.50	\$550.00	\$275.00
AR	02/17/2025	Review docket and retrieve order; draft follow up correspondence.	0.50	\$550.00	\$275.00
GG	03/05/2025	Drafts discovery requests, set one for class action, Belaire notice, forgs, pos,NOD, rfas, rfps, and sprogs.	1.50	\$250.00	\$375.00
GG	03/07/2025	Finalized, served, and update list re discovery requests, set one, saved to file.	0.70	\$250.00	\$175.00
AR	03/10/2025	Multiple correspondence regarding discovery.	0.30	\$550.00	\$165.00
KN	03/12/2025	Review MOU; review internal emails and questions; analysis of issues; advise staff	0.50	\$950.00	\$475.00
GG	03/18/2025	Reviewed case file and drafted discovery requests, set one (1) for PAGA action including FROGS, PMK Notices, RFAs, RFPs, SPROGS, and Belaire west notice.	2.10	\$250.00	\$525.00
CJ	03/18/2025	Evaluate case status and status of discovery	0.50	\$550.00	\$275.00
GG	03/19/2025	Finalized, served, and saved to file discovery requests, set one (1) in PAGA action.	0.70	\$250.00	\$175.00
CJ	03/19/2025	Continue analysis of case and claims, revise set one discovery requests to Defendant for service	1.00	\$550.00	\$550.00
NDB	03/21/2025	Review and analyze mediation notes and results. Analyze mediator's email regarding proposed settlement. Review and analyze MOU terms. Send MOU to two Plaintiffs. Calls and emails to explain terms and obtain signatures.	1.30	\$850.00	\$1,105.00
AB	03/28/2025	Draft/send follow up corr to Defendant. Prep and appear for call w/ defendant re MOU. Analyze results - draft/send confirmatory corr.	3.00	\$895.00	\$2,685.00
GG	04/10/2025	Reviewed email exchange re MOU, redlined both versions of the MOU, and sent to AJ for review.	0.20	\$250.00	\$50.00
PM	04/23/2025	Review MOU and analyze; draft joint status	1.00	\$750.00	\$750.00

		conference report.			
AB	04/23/2025	Review/analyze joint report due PAGA action	2.00	\$895.00	\$1,790.00
PM	04/24/2025	Review MOU; draft amended complaint; draft stipulation for leave to file amended complaint; draft proposed order granting stipulation; finalize joint status conference report.	1.75	\$750.00	\$1,312.50
GG	04/24/2025	Updated POS, finalized, filed, and served CMC statement in PAGA action.	0.60	\$250.00	\$150.00
PM	05/03/2025	Draft long form settlement agreement; review and analyze MOU.	3.00	\$750.00	\$2,250.00
GG	05/07/2025	Updated POS, finalized, filed, and served Joint CMC Report in Class action, circulated confirmation and saved to file.	0.60	\$250.00	\$150.00
CJ	05/07/2025	Correspond with OPC re Joint Statement to eth Court and ensure filed	0.50	\$550.00	\$275.00
PM	05/09/2025	Review status of settlement agreement finalization and correspond with defense re the same.	0.30	\$750.00	\$225.00
GG	05/12/2025	Reviewed ROA re status of upcoming CMC, downloaded order, circulated, saved to file.	0.30	\$250.00	\$75.00
CJ	05/12/2025	Research status of CMC	0.50	\$550.00	\$275.00
PM	05/16/2025	Review status of settlement agreement revisions; review and finalize stip for leave to file amended complaint.	0.50	\$750.00	\$375.00
GG	05/16/2025	Finalized, filed, and served stipulation to file FAC, saved to file, circulated confirmation, and added to list to track stipulations.	0.60	\$250.00	\$150.00
PM	05/19/2025	Review emails and send email to defense re status of settlement agreement.	0.25	\$750.00	\$187.50
GG	05/27/2025	Reviewed messaged from PM re prelim approval, searched case file, checked court's rules re motion reservations, called clerk and left VM.	0.30	\$250.00	\$75.00
GG	06/02/2025	Checked ROA re status of order re stip. to file amended complaint, called clerk, followed up with email.	0.40	\$250.00	\$100.00
PM	06/02/2025	Review calendar and draft settlement agreement; strategize re settlement agreement and advise team re the same.	0.50	\$750.00	\$375.00
PM	06/02/2025	Review draft long form settlement agreement; review correspondences with def. and strategize re finalization of agreement.	0.25	\$750.00	\$187.50

GG	06/04/2025	Finalized, filed, served FAC, saved to file, circulated confirmation email, and added to cases to track filing.	0.50	\$250.00	\$125.00
PM	06/04/2025	Review and revise draft settlement agreement; draft correspondence to Def. re the same.	0.75	\$750.00	\$562.50
PM	06/06/2025	Review status of settlement agreement finalization and strategize re the same.	0.25	\$750.00	\$187.50
PM	06/13/2025	Review emails and status of long form settlement agreement; review status of amended complaint.	0.30	\$750.00	\$225.00
PM	06/23/2025	Review status of long form settlement agreement; draft correspondence to Def. re the same.	0.25	\$750.00	\$187.50
AB	06/27/2025	Draft/send Kullar analysis for prelim.	2.00	\$895.00	\$1,790.00
PM	06/30/2025	Review status of long form agreement; email defense counsel re the same.	0.25	\$750.00	\$187.50
KN	06/30/2025	Review current draft of Agreement; check for compliance; advise VR; begin drafting exhibits	3.50	\$950.00	\$3,325.00
KN	07/01/2025	Draft Exhibits to Agreement; review and revise draft exhibits; email to Defendant	2.75	\$950.00	\$2,612.50
PM	07/03/2025	Review Def. correspondence and strategize re prelim approval; correspond with defense.	1.00	\$750.00	\$750.00
PM	07/09/2025	Review status of long form settlement agreement; advise team; email defense counsel re status.	0.30	\$750.00	\$225.00
CJ	07/10/2025	Research MOU, Mediation brief and long form draft, review court and claims	1.00	\$550.00	\$550.00
CJ	07/10/2025	Draft declarations on behalf of Plaintiff Oddae and Walleed, continue to analyze brief and settlement documents	1.50	\$550.00	\$825.00
GG	07/14/2025	Reviewed email re motion for prelim approval, rescheduled motion date, and circulated new date for calendaring.	0.30	\$250.00	\$75.00
AR	07/14/2025	Review file for status; draft multiple follow up correspondence with client.	0.20	\$550.00	\$110.00
GG	07/17/2025	Finalized, filed, and served Request, declaration, and proposed order for dismissal.	0.50	\$250.00	\$125.00
PM	07/17/2025	Draft request for dismissal and supporting documents for dismissal of PAGA action and finalize.	1.00	\$750.00	\$750.00
GG	07/21/2025	Reviewed ROA and Calendar, re upcoming CMC, downloaded order re dismissal, saved, circulated, updated events email, and circulated email.	0.40	\$250.00	\$100.00

CJ	07/21/2025	Research status of CMC	0.50	\$550.00	\$275.00
PM	07/25/2025	Review status of settlement agreement; advise VR.	0.25	\$750.00	\$187.50
CJ	08/04/2025	Evaluate case claims and posture, review settlement agreement and status of settlement, review prior orders and upcoming motion deadlines	1.00	\$550.00	\$550.00
CJ	08/04/2025	Draft Joint CMC Statement per Court's directive, advise PM, revise and sent to OPC for incorporation	1.00	\$550.00	\$550.00
VR	08/04/2025	Review and Analyze: review court's orders; review correspondence between parties; review MOU; advise AR	0.40	\$750.00	\$300.00
GG	08/05/2025	Updated Pos, finalized, filed, and served Joint CMC report in Class action, saved to file, and circulated confirmation.	0.40	\$250.00	\$100.00
CJ	08/05/2025	Finalize CMC Statement for filing	0.50	\$550.00	\$275.00
GG	08/08/2025	Reviewed ROA and checked calendar to confirm upcoming CMC, added info to events email, circulated with remote appearance information.	0.20	\$250.00	\$50.00
AR	08/11/2025	Review file for status in advance of CMC; review docket and retrieve order; draft summary correspondence.	0.80	\$550.00	\$440.00
PM	08/14/2025	Review emails and status of long form agreement.	0.50	\$750.00	\$375.00
PM	09/02/2025	Review status of settlement agreement; review correspondences re the same.	0.25	\$750.00	\$187.50
KN	09/05/2025	Draft motion for preliminary approval; analysis of Kullar issues; update approval outline; email draft motion to Defendant; f/u on exhibits; memo to Admin regarding declaration; memo to staff regarding outstanding issues	4.50	\$950.00	\$4,275.00
PM	09/16/2025	Review and revise long form settlement agreement; review next steps re preliminary approval.	1.00	\$750.00	\$750.00
NDB	09/17/2025	Review court docket and case file. Review and analyze settlement agreement and exhibits for conformity with MOU terms. Correspondence with two Plaintiffs regarding terms and settlement approval process. Follow up for signatures.	1.20	\$850.00	\$1,020.00
PM	09/29/2025	Review status of email correspondences re settlement agreement finalization; email defense re the same.	0.25	\$750.00	\$187.50

VR	10/08/2025	Review and Analyze: review court's orders and docket; review motion for preliminary approval; advise KN	0.40	\$750.00	\$300.00
KN	10/10/2025	Review status and emails; review Admin declaration; draft and send email request for continuance to Court	0.40	\$950.00	\$380.00
GG	10/10/2025	Reviewed case file/info and searched ROA to determine/confirm status of upcoming CMC and prelim approval, and searched for/added appearance information to events email.	0.10	\$250.00	\$25.00
KN	10/13/2025	Review status; download and review tentative ruling; memo to VR; review emails	0.50	\$950.00	\$475.00
CJ	10/21/2025	Research settlement timeline, correspond with Plaintiff re same	0.50	\$550.00	\$275.00
KN	10/29/2025	Draft declaration ISO Motion for Preliminary; finalize exhibits	3.50	\$950.00	\$3,325.00
KN	10/29/2025	Revise motion for preliminary approval; revise proposed order; finalize motion documents; file and serve motion papers; serve LWDA	2.50	\$950.00	\$2,375.00
KN	10/30/2025	Review rejection notice; correct issue; refile document	0.50	\$950.00	\$475.00
KN	11/10/2025	Review status; review docket and download tentative ruling; review tentative and check with conformity to motion; email Defendant	0.40	\$950.00	\$380.00
CJ	11/13/2025	Evaluate preliminary approval order, review status of final approval, advise PM, email Plaintiff	1.00	\$550.00	\$550.00
KN	12/05/2025	Review status; review Order; memo to Admin with Exhibits	0.50	\$950.00	\$475.00
AR	02/13/2026	Receive and review multiple correspondence regarding settlement.	0.30	\$550.00	\$165.00
PM	03/13/2026	Review preliminary approval motion and order granting preliminary approval; draft final approval motion.	3.50	\$750.00	\$2,625.00
KN	03/15/2026	Review billing statement; correct issues	0.50	\$950.00	\$475.00
KN	03/17/2026	Review status of Administration; review prior orders; review and revise draft motion for final approval; revise and redline proposed order; email Defendant	2.50	\$950.00	\$2,375.00
PM	03/23/2026	Review revisions to final approval motion; draft supporting declaration.	1.50	\$750.00	\$1,125.00
KN	03/25/2026	Review and revise declaration ISO motion; review billing to finalize costs and lodestar	1.50	\$950.00	\$1,425.00

KN	03/25/2026	Review and revise motion; finalize motion; finalize proposed order; file and serve motion; serve LWDA	2.00	\$950.00	\$1,900.00
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Quantity Subtotal 196.8

Services Subtotal \$136,445.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	08/25/2023	FedEx	1.00	\$21.49	\$21.49
Expense	09/07/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	12/28/2023	Onelegal/Court Fees	1.00	\$1,492.98	\$1,492.98
Expense	01/12/2024	Onelegal/Court Fees	1.00	\$1,497.82	\$1,497.82
Expense	01/16/2024	KNOX Filing and Messenger Service	1.00	\$159.05	\$159.05
Expense	01/16/2024	KNOX Filing and Messenger Service	1.00	\$159.05	\$159.05
Expense	01/17/2024	Onelegal/Court Fees	1.00	\$22.55	\$22.55
Expense	01/18/2024	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	02/20/2024	KNOX Filing and Messenger Service	1.00	\$153.25	\$153.25
Expense	02/21/2024	Onelegal/court fees	1.00	\$17.71	\$17.71
Expense	02/23/2024	KNOX Filing and Messenger Service	1.00	\$153.25	\$153.25
Expense	02/27/2024	Onelegal/court fees	1.00	\$51.48	\$51.48
Expense	09/05/2024	Mediation Fees - Lou Marlin.	1.00	\$10,500.00	\$10,500.00
Expense	01/03/2025	FedEx.	1.00	\$27.05	\$27.05
Expense	01/24/2025	FedEx	1.00	\$27.03	\$27.03
Expense	02/06/2025	Expert Fees - Berger Consulting	1.00	\$5,525.00	\$5,525.00
Expense	02/10/2025	One Legal Filing Fee	1.00	\$24.68	\$24.68
Expense	04/24/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$17.50	\$17.50
Expense	04/24/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$17.50	\$17.50
Expense	05/07/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$24.68	\$24.68
Expense	05/08/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$61.95	\$61.95
Expense	05/19/2025	One Legal/Court Fees	1.00	\$46.36	\$46.36
Expense	06/05/2025	One Legal/Court Fees	1.00	\$26.74	\$26.74

Expense	07/18/2025	One Legal/Court Fees	1.00	\$19.82	\$19.82
Expense	08/06/2025	One Legal/Court Fees	1.00	\$61.95	\$61.95
Expense	08/06/2025	One Legal/Court Fees	1.00	\$26.74	\$26.74
Expense	09/18/2025	One legal filing charge	1.00	\$89.72	\$89.72
Expense	10/29/2025	One legal filing charge	1.00	\$26.74	\$26.74
Expense	10/30/2025	One legal filing charge	1.00	\$26.74	\$26.74
Expense	10/30/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	03/25/2026	One legal filing charge - motion filing fee	1.00	\$89.72	\$89.72
Expenses Subtotal				\$20,582.79	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	20.0	\$895.00	\$17,900.00
Scott Blumenthal	21.6	\$450.00	\$9,720.00
Nicholas De Blouw	35.1	\$850.00	\$29,835.00
Ricardo Ehmann	15.8	\$675.00	\$10,665.00
Charlotte James	37.5	\$550.00	\$20,625.00
Piya Mukherjee	22.15	\$750.00	\$16,612.50
Kyle Nordrehaug	26.05	\$950.00	\$24,747.50
Victoria Rivapalacio	0.8	\$750.00	\$600.00
Andrew Ronan	4.3	\$550.00	\$2,365.00
Gerardo Galaviz	13.5	\$250.00	\$3,375.00
Quantity Total			196.8
Subtotal			\$157,027.79
Total			\$157,027.79

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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1	04/24/2026	\$157,027.79	\$0.00	\$157,027.79
				Outstanding Balance
				\$157,027.79
				Total Amount Outstanding
				\$157,027.79

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.

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ODDAE ALGHAZALI, and WALEED
ALGHAZALI, individually, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

FORMEL D USA, INC. a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV059739

**DECLARATION OF ODDAE
ALGHAZALI IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Reservation ID: 805165841162

Hearing Date: November 12, 2025

Hearing Time: 1:30 p.m.

Judge: Honorable Patrick McKinney
Dept: 18

Date Filed: November 21, 2023

Trial Date: Not set

1 I, Oddae Alghazali, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. During the class period I worked as a Driver for the Defendant Formel D USA Inc.
10 ("Formel" or "Defendant") in California and during that time period I was classified by Formel
11 as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Apex Class Action Services, the settlement administrator. I am not aware of any other pending
19 matter or action asserting claims that will be extinguished or adversely affected by this
20 settlement.
21

22 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
23 because I felt that my legal rights as an employee and others like me were violated. For example,
24 I received non-discretionary compensation from time to time, such as bonuses, but these
25 payments during certain pay periods when I worked overtime were not factored into my regular
26 rate. I was underpaid overtime as a result. As another example, I often did not receive compliant
27

1 meal and rest breaks which were late, interrupted or missed entirely. I also did not receive all the
2 meal and rest break premiums I was entitled to and when I did receive premium payments, they
3 were often an incorrect amount. As to rest breaks, Formel had a policy that did not permit me to
4 leave the premises during my rest break, Additionally, I was required to use my personal cellular
5 phone for company business without reimbursement by Formel.

6
7 6. I spoke to my attorneys several times and discussed how Formel implemented its
8 company policies and procedures. I also assisted my attorneys in their investigation into my
9 claims by providing them documents and answering their questions. I reviewed the complaint
10 before it was filed and after it was filed I was given access to an electronic file sharing program
11 that alerted me via email when important documents were filed so that I could review them and
12 keep up with the developments in the case which I understood was one of my duties as a class
13 representative. I would also contact my attorneys from time to time if I had any questions about
14 the case.
15

16 7. Even though this action is in the process of settling, I was and remain prepared to
17 perform all the duties of a class representative. I understand that as a class representative I have
18 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
19 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
20 benefit of the class members and surrender any right to compromise the group action for an
21 individual gain.
22

23 8. I understood that being a plaintiff/class representative in this case meant that I was
24 seeking damages not only for myself but also other current and/or former non-exempt employees
25 working for Formel in California who make up the class. I felt that these individuals were not
26 aware of their labor law rights and even if they were they would probably be apprehensive about
27

1 speaking up or even simply because of the time, effort and risk involved in filing a class action
2 lawsuit.

3 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
4 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
5 or part of the attorney fees and costs paid by Formel to defend this lawsuit. Also, I knew there
6 was a risk that future employers, if they ever find out about this lawsuit, could hold it against me
7 or downgrade me as a potential hire. As one of only two named Plaintiffs in this case it would
8 not be difficult for a future employer to become aware that I sued my employer for labor law
9 violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and
10 the rights of others regardless of the risks, time and effort I spent on this case.
11

12 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
13 to date on important developments by reviewing court filings that were made available to me
14 electronically as I described above.
15

16 11. A mediation took place on January 27, 2025, with Lou Marlin, a well-respected and
17 experienced mediator of wage and hour class actions. After the mediation the parties were able
18 to reach an agreement to settle the action. I communicated with my attorneys regarding the terms
19 of the settlement which was reached between the parties and understood that I was representing
20 absent class members and therefore wanted the best possible result to be obtained for the class
21 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
22 signed the Memorandum of Understanding on April 10, 2025 and when the final settlement
23 papers were ready, I closely reviewed the Settlement Agreement which I signed on September
24 17, 2025.
25

26 12. I have been actively involved with this lawsuit performing the duties described above.
27

1 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
2 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
3 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
4 up until this point. I believe I have been diligent and have done what is expected of a named
5 plaintiff and a proposed class representative to date and will continue to do so. I have and always
6 will maintain the best interests of the class members.
7

8 13. My attorneys explained to me that the settlement process involves a two-step review by
9 the Court to determine whether the settlement is fair before approving the settlement. I know
10 this process also involves notifying all class members of the settlement terms and of their rights
11 to make a claim for their settlement share, to opt out of the settlement or to object to the
12 settlement.
13

14 14. I believe I did the right thing by filing this case on behalf of the class members who,
15 subject to court approval, are in line to receive monetary payments as a result of this case and
16 settlement. This is money they may never have ever gotten if I did not pursue this action on their
17 behalf. I feel significant personal satisfaction to know that I played a role in the class members
18 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
19 the requested Class Representative Service Payment of \$15,000 from the settlement is fair
20 compensation for the work I performed and the risks I undertook.
21

22 15. As part of the settlement it was necessary for me to sign a general release of all claims I
23 may have against Formel. I believe the Class Representative Service Payment I have requested
24 provides me with some compensation for this agreed release.

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
26 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
27

1 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
2 general release and in light of the size of the settlement, I believe the request for \$15,000 as a
3 Class Representative service payment is fair and reasonable.
4

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

7 Executed on 09/18/2025, at Hercules ,California
8 (city, state)

9
10 
Oddae alghazali (Sep 18, 2025 10:44:04 PDT)
11 Oddae Alghazali
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EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

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Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ODDAE ALGHAZALI, and WALEED
ALGHAZALI, individually, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

FORMEL D USA, INC. a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV059739

**DECLARATION OF WALEED
ALGHAZALI IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Reservation ID: 805165841162

Hearing Date: November 12, 2025

Hearing Time: 1:30 p.m.

Judge: Honorable Patrick McKinney
Dept: 18

Date Filed: November 21, 2023

Trial Date: Not set

1 I, Waleed Alghazali, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. During the class period I worked as a Driver for the Defendant Formel D USA Inc.
10 ("Formel " or "Defendant") in California and during that time period I was classified by Formel
11 as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Apex Class Action Services, the settlement administrator. I am not aware of any other pending
19 matter or action asserting claims that will be extinguished or adversely affected by this
20 settlement.
21

22 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
23 because I felt that my legal rights as an employee and others like me were violated. For example,
24 I received non-discretionary compensation from time to time, such as bonuses, but these
25 payments during certain pay periods when I worked overtime were not factored into my regular
26 rate. I was underpaid overtime as a result. As another example, I often did not receive compliant
27

1 meal and rest breaks which were late, interrupted or missed entirely. I also did not receive all the
2 meal and rest break premiums I was entitled to and when I did receive premium payments they
3 were often an incorrect amount. As to rest breaks in particular, Formel had a policy that did not
4 permit me to leave the premises during my rest break. Additionally, I was required to use my
5 personal cellular phone for company business without reimbursement by Formel.
6

7 6. I spoke to my attorneys several times and discussed how Formel implemented its
8 company policies and procedures. I also assisted my attorneys in their investigation into my
9 claims by providing them documents and answering their questions. I reviewed the amended
10 complaint before it was filed and after it was filed I was given access to an electronic file sharing
11 program that alerted me via email when important documents were filed so that I could review
12 them and keep up with the developments in the case which I understood was one of my duties as
13 a class representative. I would also contact my attorneys from time to time if I had any questions
14 about the case.
15

16 7. Even though this action is in the process of settling, I was and remain prepared to
17 perform all the duties of a class representative. I understand that as a class representative I have
18 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
19 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
20 benefit of the class members and surrender any right to compromise the group action for an
21 individual gain.
22

23 8. I understood that being a plaintiff/class representative in this case meant that I was
24 seeking damages not only for myself but also other current and/or former non-exempt employees
25 working for Formel in California who make up the class. I felt that these individuals were not
26 aware of their labor law rights and even if they were they would probably be apprehensive about
27

1 speaking up or even simply because of the time, effort and risk involved in filing a class action
2 lawsuit.

3 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
4 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
5 or part of the attorney fees and costs paid by Formel to defend this lawsuit. Also, I knew there
6 was a risk that future employers, if they ever find out about this lawsuit, could hold it against me
7 or downgrade me as a potential hire. As one of only two named Plaintiffs in this case it would
8 not be difficult for a future employer to become aware that I sued my employer for labor law
9 violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and
10 the rights of others regardless of the risks, time and effort I spent on this case.
11

12 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
13 to date on important developments by reviewing court filings that were made available to me
14 electronically as I described above.
15

16 11. A mediation took place on January 27, 2025, with Lou Marlin, a well-respected and
17 experienced mediator of wage and hour class actions. After the mediation the parties were able
18 to reach an agreement to settle the action. I communicated with my attorneys regarding the terms
19 of the settlement which was reached between the parties and understood that I was representing
20 absent class members and therefore wanted the best possible result to be obtained for the class
21 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
22 signed the Memorandum of Understanding on April 10, 2025 and when the final settlement
23 papers were ready, I closely reviewed the Settlement Agreement which I signed on September
24 17, 2025.
25

26 12. I have been actively involved with this lawsuit performing the duties described above.
27

1 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
2 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
3 the settlement process. I estimate that I spent approximately 25-35 hours working on this case
4 up until this point. I believe I have been diligent and have done what is expected of a named
5 plaintiff and a proposed class representative to date and will continue to do so. I have and always
6 will maintain the best interests of the class members.
7

8 13. My attorneys explained to me that the settlement process involves a two-step review by
9 the Court to determine whether the settlement is fair before approving the settlement. I know
10 this process also involves notifying all class members of the settlement terms and of their rights
11 to make a claim for their settlement share, to opt out of the settlement or to object to the
12 settlement.
13

14 14. I believe I did the right thing by filing this case on behalf of the class members who,
15 subject to court approval, are in line to receive monetary payments as a result of this case and
16 settlement. This is money they may never have ever gotten if I did not pursue this action on their
17 behalf. I feel significant personal satisfaction to know that I played a role in the class members
18 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
19 the requested Class Representative Service Payment of \$15,000 from the settlement is fair
20 compensation for the work I performed and the risks I undertook.
21

22 15. As part of the settlement it was necessary for me to sign a general release of all claims I
23 may have against Formel. I believe the Class Representative Service Payment I have requested
24 provides me with some compensation for this agreed release.

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
26 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
27

1 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
2 general release and in light of the size of the settlement, I believe the request for \$15,000 as a
3 Class Representative service payment is fair and reasonable.
4

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

7 Executed on 09/18/2025, at Pinole California
8 (city, state)

9
10 *Waleed*
Waleed Alghazali (Sep 18, 2025 11:19:24 PDT)
11 Waleed Alghazali
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