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Attorneys for Plaintiff ARMIDA BURTON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ARMIDA BURTON, individually and on behalf
of other members of the general public similarly
situated,

Plaintiff,

vs.

MERCURY MISSION SYSTEMS, LLC; and
DOES 1 through 25, inclusive,

Defendant.

Case No. 24STCV02628

Honorable Timothy Patrick Dillon
Department 15

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS’
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: March 4, 2026
Time: 10:00 a.m.
Dept: SS-15

Complaint: January 31, 2024
FAC: July 24, 2025
Trial Date: Not Set

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Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 et seq. (“PAGA”) based on the aforementioned California Labor Code violations.

5. On May 22, 2024, Defendant removed the Class Action to the U.S. District Court for the Central District of California, thereby initiating federal district case no. 2:24-cv-04260.

6. On October 29, 2024, the Parties participated in mediation with Monique Ngo-Bonnici, a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein.

7. On March 7, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement, a true and correct copy of which is attached hereto as **Exhibit 1**.

8. On July 24, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint (“Operative Complaint”), adding a cause of action for civil penalties pursuant to PAGA to the Class Action Complaint.

9. On July 25, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On October 9, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed administration procedures and associated deadlines. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit 2**.

Summary of the Terms of the Settlement Agreement

10. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “All current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the Class Period” (“Class” or “Class Members”). The “Class Period” is defined as the period from January 31, 2020, through February 12, 2025. The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA Employees” consist of “all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.” The “PAGA Period” is defined as the period from October 18, 2022,

1 through February 12, 2025.

2 11. Based on the data provided by Defendant following preliminary approval and for
3 purposes of administration of the Class Notice, I am informed that there are 137 Settlement Class
4 Members who worked 13,594 weeks for Defendant during the Class Period (“Workweeks”) and 90
5 PAGA Employees who worked 3,311 pay periods for Defendant during the PAGA Period (“Pay
6 Periods”).

7 12. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
8 Complaint for a non-reversionary Gross Settlement Amount of Three Hundred Fifty Thousand Dollars
9 and Zero Cents (\$350,000.00), which is exclusive of employer-side payroll taxes. The Gross
10 Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five percent (33%) of
11 the Gross Settlement Amount, equaling One Hundred Fifteen Thousand Five Hundred Dollars and
12 Zero Cents (\$115,500); (2) Class Counsels actual litigation costs and expenses, in the amount of
13 Twenty-Five Thousand Eight Hundred Eighty-Two Dollars and Twenty Cents (\$25,882.20); (3)
14 Settlement Administration Costs in the amount Six Thousand Nine Hundred Ninety Dollars and Zero
15 Cents (\$6,990.00); (4) Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars
16 and Zero Cents (\$7,500.00); and (5) PAGA Amount of Forty-Six Thousand Six Hundred Sixty-Seven
17 Dollars and Zero Cents (\$46,667.00). After the above Court-approved amounts are deducted from the
18 Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of
19 approximately One Hundred Forty-Seven Thousand Four Hundred Sixty Dollars and Eighty Cents
20 (\$147,460.80).

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

1 Settlement Administrator by dividing the amount of the PAGA Employees' 25% share of PAGA
2 Amount (\$11,666.75) by the total number of Pay Periods worked by all PAGA Employees to yield the
3 "Pay Period Value," then multiplying the Pay Period Value by each PAGA Employee's Pay Periods
4 worked during the PAGA Period.

5 14. I am aware from my review of the information provided by the Settlement
6 Administrator that the estimated *average* gross Individual Settlement Share is \$1,046.30, the estimated
7 *highest* gross Individual Settlement Share is \$2,752.13 , and the estimated *lowest* gross Individual
8 Settlement Share is \$10.54; the estimated *average* Individual PAGA Payment is \$129.63, the
9 estimated *highest* Individual PAGA Payment is \$218.47, and the estimated *lowest* Individual PAGA
10 Payment is \$3.52.

11 15. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
12 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages
13 ("Wage Portion") will be reported on an IRS Form W-2 and the portions allocated to penalties, interest,
14 and non-wage damages (together, "Non-Wage Portion") will be reported on an IRS Form 1099 (if
15 applicable) by the Settlement Administrator. The Settlement Administrator will withhold the
16 employee's share of taxes and withholdings with respect to the Wage Portion of the Individual
17 Settlement Shares, and issue checks to Settlement Class Members for their net payment of their
18 Individual Settlement Share ("Individual Settlement Payment"). Defendant will separately pay any
19 and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares. Each
20 Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be
21 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

22 16. Each Individual Settlement Payment and Individual PAGA Payment check will be
23 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
24 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
25 distributed by the Settlement Administrator to the State of California's Unclaimed Property Fund in
26 the name of the Settlement Class Member and/or PAGA Employee at issue.

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17. On June 23, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2). The LWDA has not objected or otherwise responded to the submission.

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

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

12 24. Defendant denied and continues to deny any liability and wrongdoing of any kind
13 associated with the claims alleged in the Action and further denies that class certification is appropriate
14 for any purpose other than the Settlement. Defendant believes that it would ultimately prevail in the
15 Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's claims.
16 Defendant contended that Plaintiff's claims were not suitable for class certification because individual
17 issues would predominate should this case go to trial. As with all class actions, these complex cases
18 raise difficult management and proof issues and, accordingly, there is a significant risk that the Court
19 may deny class certification.

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

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

Attorneys' Fees and Costs

27. Class Counsel seeks thirty-three percent (33%) of the Gross Settlement Amount (i.e., \$115,500.00) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling Twenty-Five Thousand Eight Hundred Eighty-Two Dollars and Twenty Cents (\$25,882.20). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

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

29. In the present case, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a

1 favorable result for the Class, the State of California, and the PAGA Employees. Considering the
2 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
3 similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-three percent (33%) of
4 the Gross Settlement Amount (i.e., \$115,500.00) are reasonable and should be awarded.

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

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

1 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
2 the cases he managed were highly publicized, with articles written about them in the Los Angeles
3 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
4 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
5 which is well within the prevailing rate for attorneys with his experience in this area of practice in
6 Southern California.

7 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
8 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
9 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
10 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
11 California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve
12 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
13 California Employment Lawyers' Association ("CELA") and other organizations.

14 c. Danielle GruppChang is a senior associate attorney. She graduated from California
15 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
16 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
17 California Law San Francisco (formerly known as University of California Hastings College of the
18 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
19 practiced exclusively plaintiff's side labor and employment class and representative action law from
20 2017 through the present.

21 d. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
22 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
23 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
24 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
25 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
26 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.

27 e. I joined Blackstone Law, APC, in January 2024, after having worked for two years at
28 another highly reputable employment law firm. Prior to working in employment law, I worked for

1 over 14 years as a trusts and estates attorney, focused on special needs planning. During that time, I
2 also worked as Court Appointed Counsel for the Los Angeles Superior Court, representing proposed
3 conservatees. I graduated from University of California at Berkeley with a Bachelor of Arts degree in
4 2001, and from Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted
5 to the State Bar of California in December of 2008. I have worked on many wage and hour class action
6 and PAGA representative matters, and my work has included, inter alia, researching and drafting
7 pleadings, drafting, negotiating, and finalizing settlement agreements, engaging in motion practice,
8 and claims evaluation and analysis.

9 31. Class Counsel has spent approximately 213 total hours litigating this matter. To date,
10 our total fees incurred amount to \$187,865.00. Each attorney who worked on this matter engaged in
11 a multitude of tasks, including communicating with the client and defense counsel; investigating the
12 facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint
13 statements; reviewing documents; preparing for and attending mediation; and facilitating the
14 settlement by drafting the settlement documents and motion papers for obtaining settlement approval.
15 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant
16 community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter,
17 few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation,
18 and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the
19 percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par
20 with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no
21 customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the
22 nature of class action work should be strongly considered by the Court. Wage and hour work presents
23 a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind
24 of class action work requires specialized learning and the willingness to take large risks. A summary
25 of Class Counsel's lodestar for each attorney who worked on this case is as follows:

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<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	17	\$1,295	\$22,015
Barbara DuVan-Clarke	Senior Trial Attorney	65	\$950	\$61,750
Danielle GruppChang	Senior Associate	78	\$825	\$64,350
Annabel Blanchard	Associate	24	\$750	\$18,000
P.J. Van Ert	Associate	29	\$750	\$21,750

32. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$195,365.00.

33. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Class Counsel seeks reimbursement of a total of Twenty-Five Thousand Eight Hundred Eighty-Two Dollars and Twenty Cents (\$25,882.20) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

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

Enhancement Payment

35. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff. The requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Armida Burton submitted herewith

1 details her work and efforts in bringing and litigating this matter through resolution and supports the
2 requested Enhancement Payment. The requested Enhancement Payment was also disclosed in the
3 Class Notice provided to the Class Members.

4 ***Settlement Administration Costs***

5 36. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court
6 approved, Settlement Administration Costs not to exceed Seven Thousand Five Hundred Dollars and
7 Zero Cents (\$7,500.00). Apex Class Action LLC, the approved Settlement Administrator, provided
8 Class Counsel with its quote stating that its cost to administer the Settlement is Six Thousand Nine
9 Hundred Ninety Dollars and Zero Cents (\$6,990.00).

10 ***Allocation to the LWDA***

11 37. As part of the Settlement, Defendant has agreed to pay Forty-Six Thousand Six
12 Hundred Sixty-Seven Dollars and Zero Cents (\$46,667.00) to settle the claims of the PAGA
13 Employees brought pursuant to PAGA, of which the payment of Thirty-Five Thousand Dollars and
14 Twenty-Five Cents (\$35,000.25) (75% of the PAGA Amount) will be paid to the LWDA for education
15 and enforcement purposes.

16 38. It is extremely common in approved wage and hour class action cases that settle that
17 only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments
18 to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
19 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
20 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
21 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
22 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
23 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
24 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
25 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
26 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
27 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
28 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final

1 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,
2 in these approved settlements, the parties generally maximized statutory penalties and minimized
3 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
4 California Labor Code violations.

5 *Notice to the Class*

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

16 I declare under penalty of perjury under the laws of the State of California that the foregoing
17 is true and correct. Executed on February 6, 2026, at Los Angeles, California.

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19 A. Blanchard
20 Annabel Blanchard
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EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

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

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

DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 14.

b. “Class” or “Class Member(s)” means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

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

applicable); and (7) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

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

f. “Class Period” means the period from January 31, 2020, through February 12, 2025.

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

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

i. “Defendant’s Counsel” means Sheppard Mullin.

j. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: five business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final Approval Order and Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

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

1 in addition to the Gross Settlement Amount.

2 l. “Enhancement Payment” means the amount to be paid to Plaintiff, in
3 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
4 Employees, and general release of claims, as set forth in Paragraph 15.

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

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

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

12 p. “Gross Settlement Amount” means the amount of Three Hundred Fifty
13 Thousand Dollars and Zero Cents (\$350,000.00) to be paid by Defendant in full satisfaction of the
14 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
15 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
16 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
17 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
18 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
19 Settlement Amount is subject to increase, as provided in Paragraph 18.

20 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
21 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
22 calculated in accordance with Paragraph 20.

23 r. “Individual Settlement Payment” means the net payment of each Settlement
24 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
25 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
26 Paragraph 21.

27 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
28 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated

1 in accordance with Paragraph 19.

2 t. “LWDA Payment” means the amount of Thirty-Five Thousand Dollars and
3 Twenty-Five Cents (\$35,000.25), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay
4 to the LWDA under the PAGA Settlement, as set forth in Paragraph 16.

5 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount
6 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
7 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
8 Settlement Administration Costs.

9 v. “Notice of Objection” means a Settlement Class Member’s written objection to
10 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
11 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s
12 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
13 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
14 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
15 specified address, postmarked on or before the Response Deadline.

16 w. “PAGA Amount” means the allocation of Forty-Six Thousand Six Hundred
17 Sixty-Seven Dollars and Zero Cents (\$46,667.00) from the Gross Settlement Amount for the PAGA
18 Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$35,000.25, will be paid to the
19 LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$11,666.75, will
20 be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

21 x. “PAGA Employees” means all current and former hourly-paid or non-exempt
22 employees who worked for Defendant within the State of California at any time during the PAGA
23 Period.

24 y. “PAGA Employee Amount” means the amount of Eleven Thousand Six
25 Hundred Sixty-Six Dollars and Seventy-Five Cents (\$11,666.75), i.e., 25% of the PAGA Amount, to
26 be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

27 z. “PAGA Period” means the period from October 18, 2022, through February 12,
28 2025.

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

3 bb. “Pay Periods” means the number of pay periods each PAGA Employee worked
4 for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period based
5 on dates of employment for each Class Member, as reflected in Defendant’s records.

6 cc. “Preliminary Approval” means the date on which the Court enters the
7 Preliminary Approval Order.

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

11 ee. “Released Class Claims” means any and all claims, debts, liabilities, demands,
12 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
13 alleged or which could have been alleged based on the factual allegations in the Class Action
14 Complaint against the Released Parties, arising during the Class Period, under any federal, state, or
15 local law, including but not limited to the failure to pay minimum wages, straight time compensation,
16 overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular
17 and final wages; the calculation of the regular rate of pay; wages lost from time rounding and
18 timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest
19 periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation
20 and payment of meal period and rest period premiums; payment for all hours worked, including off-
21 the-clock work and uncompensated work time; wage statements and paystubs, including wage
22 statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep
23 accurate records; failure to reimburse for all necessary business expenses; unfair business practices;
24 recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time
25 penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys’
26 fees and costs; claims under the California Labor Code including sections 201, , 202, 203, 204, 210,
27 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2,
28 1194.3, 1197, 1197.1, 1198, 2800, and 2802); the Wage Orders of the California Industrial Welfare

Commission; and California Business and Professions Code section 17200, et seq..

ff. “Released PAGA Claims” means any and all claims for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq., that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Complaint and the PAGA Letter that occurred during the PAGA Period, including but not limited to claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2800, 2802, 2698 et seq., and 2699 et seq.) .

gg. “Released Parties” means Defendant and each of its past, present and future agents, officers, directors, partners, employees, joint employers, insurers, affiliates, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, predecessors, successors, joint venturers, alter-egos, and assigns.

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

ii. “Response Deadline” means the deadline by which Class Members must submit

1 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
2 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
3 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
4 case the Response Deadline will be extended to the next day on which the United States Postal service
5 is open. The Response Deadline may also be extended by express agreement between Class Counsel
6 and Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the
7 Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the
8 original Response Deadline.

9 jj. "Settlement Administrator" means Apex Class Actions, LLC, or any other
10 third-party class action settlement administrator agreed to by the Parties and approved by the Court
11 for purposes of administering the Settlement. The Parties and their counsel each represent that they
12 do not have any financial interest in the Settlement Administrator or otherwise have a relationship
13 with the Settlement Administrator that could create a conflict of interest.

14 kk. "Settlement Administration Costs" means the costs payable from the Gross
15 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
16 Paragraph 17.

17 ll. "Settlement Class" or "Settlement Class Member(s)" means all Class Members
18 who do not submit a timely and valid Request for Exclusion.

19 mm. "Workweeks" means the number of weeks each Class Member was employed
20 by Defendant as an hourly-paid or non-exempt employee in California during the Class Period based
21 on dates of employment for each Class Member, as reflected in Defendant's records.

22 nn. "Workweeks Dispute" means a letter submitted by a Class Member disputing
23 the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a)
24 contain the case name and number of the Class Action; (b) contain the Class Member's full name,
25 signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security
26 number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods
27 credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee
28 contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the

1 specified address, postmarked on or before the Response Deadline.

2 **RECITALS**

3 2. On October 18, 2023, Plaintiff provided written notice to the Labor and Workforce
4 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
5 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
6 Code alleged to have been violated by Defendant (“PAGA Letter”). On January 31, 2024, Plaintiff
7 filed a Class Action Complaint for Damages (“Class Action Complaint”) in the action entitled *Armida*
8 *Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court Case No.
9 23STCV02628 (“Class Action”), thereby commencing a putative class action against Defendant. The
10 Class Action Complaint alleges nine (9) causes of action for violations of the California Labor Code
11 for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal
12 periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums
13 payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant
14 wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary
15 business expenses, and for violations of California Business & Professions Code Section 17200, *et*
16 *seq.* based on the aforementioned California Labor Code violations.

17 3. On January 31, 2024, Plaintiff filed a Complaint for Enforcement Under the Private
18 Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* (“PAGA Complaint”) in the action
19 entitled *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court Case
20 No. 24TRCV00353 , thereby commencing a putative representative PAGA action against Defendant.
21 The PAGA Complaint alleges a single cause of action for civil penalties under the Private Attorneys
22 General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the
23 aforementioned California Labor Code violations.

24 4. On May 22, 2024, Defendant removed the Class Action to the U.S. District Court for
25 the Central District of California, thereby initiating federal district case no. 2:24-cv-04260.

26 5. On January 8, 2025, the Parties stipulated to remand the Class Action for purposes of
27 effectuating the settlement.

28 6. The “Action” shall be defined as: the PAGA Letter, the Class Action, and the PAGA

1 Action collectively.

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

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

11 9. On October 29, 2024, the Parties participated in mediation with Monique Ngo-Bonnici
12 (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of
13 the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
14 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
15 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks
16 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
17 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
18 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
19 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
20 including the risk of significant delay and uncertainty associated with litigation and various defenses
21 asserted by Defendant.

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

27 11. Prior to Preliminary Approval, and in conjunction with this Settlement Agreement, the
28 Parties will stipulate to amend the Class Action Complaint via a First Amended Complaint (“FAC”)

1 adding all PAGA claims included in the PAGA Complaint to the Class Action. The Parties will seek
2 Preliminary Approval and Final Approval of the Settlement in the Class Action, as amended by the
3 FAC. After Final Approval of the Settlement Agreement, the Plaintiff shall dismiss the PAGA
4 Complaint without prejudice.

5 **CLASS CERTIFICATION**

6 12. For the purposes of this Settlement only, the Parties stipulate to the certification of the
7 Class.

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

14 **TERMS OF THE AGREEMENT**

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

17 14. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
18 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
19 Gross Settlement Amount (i.e., \$122,500.00 if the Gross Settlement Amount is \$350,000.00) and
20 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
21 of the Action, in an amount not to exceed Thirty Thousand Dollars (\$30,000), both of which will be
22 paid from the Gross Settlement Amount. These amounts will cover any and all work performed and
23 any and all costs incurred by Class Counsel in connection with the litigation of the Action, including
24 without limitation all work performed and costs incurred to date, and all work to be performed and all
25 costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement,
26 including any objections raised and any appeals necessitated by those objections. Class Counsel shall
27 be solely and legally responsible for correctly characterizing this compensation for tax purposes and
28 for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form

1 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys'
2 Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net
3 Settlement Amount for the benefit of the Settlement Class Members.

4 15. Enhancement Payment. Defendant agrees not to oppose or impede any application or
5 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars (\$10,000).
6 The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court
7 approval, will be in addition to her Individual Settlement Payment as a Settlement Class Member and
8 Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for
9 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
10 received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement
11 Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to
12 Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class
13 Members.

14 16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
15 Forty-Six Thousand Six Hundred Sixty-Seven Dollars and Zero Cents (\$46,667.00) shall be allocated
16 from the Gross Settlement Amount toward penalties under the Private Attorneys General Act,
17 California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent
18 (75%), or \$35,000.25, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent
19 (25%), or \$11,666.75 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on
20 a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during
21 the PAGA Period (i.e., the Individual PAGA Payments).

22 17. Settlement Administration Costs. The Settlement Administrator will be paid for the
23 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
24 which is currently estimated not to exceed Seven Thousand Five Hundred Dollars (\$7,500). These
25 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
26 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
27 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
28 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and

1 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
2 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
3 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
4 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
5 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
6 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
7 Settlement Amount for the benefit of the Settlement Class Members.

8 18. Escalator Clause. Defendant has represented that the Class Members worked a total of
9 12,834 Workweeks during the period from January 31, 2020, through December 12, 2024. If it is
10 determined by the Settlement Administrator that the total number of Workweeks worked by the Class
11 Members during the Class Period actually exceeds 12,834 by more than 10% (Workweeks total more
12 than 14,117.40), then Defendant shall either: a) increase the Gross Settlement Amount on a *pro rata*
13 basis equal to the percentage increase in the number of Workweeks worked by the Class Members
14 above 10% (for example, if the number of Workweeks increases by 11%, then the Gross Settlement
15 Amount will increase by 1%), or b) end the Class Period and PAGA Period on the date when the
16 Workweeks do not exceed 14,117.40.

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

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

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

1 20. Individual PAGA Payment Calculations. Individual PAGA Payments will be
2 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
3 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
4 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
5 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
6 Value to yield each PAGA Employee's Individual PAGA Payment.

7 21. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
8 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
9 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
10 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
11 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
12 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
13 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
14 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
15 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
16 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
17 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

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

24 23. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
25 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
26 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
27 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
28 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement

1 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
2 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
3 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
4 Members, and PAGA Employees should consult with their tax advisors concerning the tax
5 consequences of any payment they receive under the Settlement.

6 24. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
7 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
8 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
9 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
10 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
11 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
12 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
13 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
14 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
15 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
16 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
17 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
18 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
19 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
20 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
21 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
22 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
23 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
24 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S
25 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
26 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
27 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
28 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

1 25. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
2 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
3 are issued to the payee. It is expressly understood and agreed that payments made under this
4 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
5 to additional compensation or benefits under any new or additional compensation or benefits, or any
6 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
7 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
8 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
9 any contrary language or agreement in any benefit or compensation plan document that might have
10 been in effect during the Class Period).

11 26. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
12 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
13 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement
14 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
15 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to
16 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
17 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
18 Order seeking the following:

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

1 27. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
2 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
3 approval of the Settlement.

4 28. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
5 Defendant will provide the Class List to the Settlement Administrator.

6 29. Notice by First-Class U.S. Mail.

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

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

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

24 30. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA
25 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which
26 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and
27 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the
28 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive

means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA Employee produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member/PAGA Employee should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

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

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

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

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

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

4 36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
5 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
6 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
7 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
8 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
9 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
10 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
11 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
12 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
13 Approval Order and Judgment, which will provide for, in substantial part, the following:

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

16 b. Certification of the Settlement Class;

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

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

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

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

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

1 38. Distribution of the Gross Settlement Amount. Within five (5) business days of the
2 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
3 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
4 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class
5 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
6 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
7 timely forward these to the appropriate government authorities.

8 39. Settlement Checks. The Settlement Administrator will be responsible for undertaking
9 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
10 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
11 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
12 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
13 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
14 Members and PAGA Employees are not required to submit a claim to be issued an Individual
15 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
16 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
17 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
18 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
19 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA
20 Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil
21 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class
22 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required
23 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or
24 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
25 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
26 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
27 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose
28 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA
Settlement.

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

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

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

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

19 44. Effects of Termination or Rescission of Settlement. Termination or rescission of the
20 Settlement Agreement shall have the following effects:

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

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

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

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

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

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

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

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

18 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
19 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
20 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
21 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
22 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
23 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
24 which provide that a written agreement is to be construed according to its terms and may not be varied
25 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
26 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

27 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
28 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
proceedings necessary to implement and complete this Settlement Agreement, pending the Final

1 Approval Hearing to be conducted by the Court.

2 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
3 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
4 except by written agreement signed by counsel for all Parties. After the filing of the motion for
5 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
6 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
7 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
8 constitute a waiver of any other provision.

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

18 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
19 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
20 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
21 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
22 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
23 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
24 Member and PAGA Employee.

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

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

54. Execution and Counterparts. This Settlement Agreement is subject only to the
execution of all Parties. However, this Settlement Agreement may be executed in one or more

counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

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

58. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement

1 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
2 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
3 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
4 federal, state, local or other applicable law.

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

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

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

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

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

24 To Plaintiffs and Class Counsel:

25 Jonathan M. Genish
jgenish@blackstonepc.com
26 Barbara DuVan-Clarke
BDC@blackstonepc.com
27 Danielle GruppChang
dgruppchang@blackstonepc.com
28 P.J. Van Ert
pjvanert@blackstonepc.com

1 Annabel Blanchard
2 ablanchard@blackstonepc.com
3 **BLACKSTONE LAW, APC**
4 8383 Wilshire Boulevard, Suite 745
5 Beverly Hills, California 90211
6 Tel: (310) 622-4278 / Fax: (855) 786-6356

7 To Defendant:
8 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
9 DEREK R. HAVEL
10 dhavel@sheppardmullin.com
11 TYLER J. JOHNSON
12 tjjohnson@sheppardmullin.com
13 CHENXI LU
14 ablu@sheppardmullin.com
15 333 South Hope Street, 43rd Floor
16 Los Angeles, California 90071-1422
17 Telephone: 213.620.1780
18 Facsimile: 213.620.1398

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

26 65. Confidentiality. Defendant, Plaintiff, and Class Counsel will not disclose, disseminate
27 and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the
28 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) to the extent necessary
to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4)
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

1 Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving
2 rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect.
3 This provision does not prevent Defendant from making disclosures to shareholders as required by the
4 Securities and Exchange Commission. From and after preliminary approval of the Settlement, Class
5 Counsel may communicate regarding the Class Action Settlement in accordance with Class Counsel’s
6 ethical obligations owed to Class Members. In all other cases, Plaintiff and Class Counsel agree to
7 limit their statements regarding the terms of the Class Action Settlement, whether oral, written, or
8 electronic, to say the Action has been resolved and that Plaintiff and Class Counsel are satisfied with
9 the settlement terms. Notwithstanding the foregoing, nothing in this paragraph shall limit class
10 counsel’s right to describe this settlement (without naming Defendant), including the gross settlement
11 amount, for purposes of supporting adequacy of class counsel in future declarations in support of
12 motions for approval.

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

15 **IT IS SO AGREED.**

16 **PLAINTIFF ARMIDA BURTON**

17
18 Dated: 03/03/2025

19
20
21 
22 _____
23 Armida Burton

24 **DEFENDANT MERCURY MISSION**
25 **SYSTEMS, LLC**

26
27 Dated: March 6, 2025

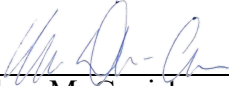
28 

Full Name: David Farnsworth
Title: Chief Financial Officer
On behalf of Mercury Mission Systems, LLC

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3
4 Dated: 03/04/2025

5 
Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiff Armida Burton
and Proposed Class Counsel

7 **SHEPPARD MULLIN**

8
9 Dated: 3/7/2025

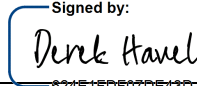
10 
Signed by:
Derek R. Havel
Tyler J. Johnson
Chenxi Lu
Attorneys for Defendant Mercury Mission
Systems, LLC

EXHIBIT 2

Electronically Received 07/25/2025 03:35 PM

Barbara DuVan-Clarke (State Bar No. 259268)
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Danielle Ling GruppChang, (State Bar No. 313881)
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P.J. Van Ert (State Bar No. 234858)
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Attorneys for Plaintiff ARMIDA BURTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARMIDA BURTON, individually and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

MERCURY MISSION SYSTEMS, LLC; and
DOES 1 through 25, inclusive,

Defendants.

Case No.: 24STCV02628

Honorable Timothy Patrick Dillon
Department 15

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 9, 2025
Time: 10:00 a.m.
Dept.: 15

Complaint Filed: January 31, 2024
Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles

10/09/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

~~PROPOSED~~ ORDER

On October 9, 2025 at 10:00 a.m. in Department 15 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Arminda Burton's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Timothy Patrick Dillon. Blackstone Law, APC appeared on behalf of Plaintiff and Sheppard, Mullin, Richter & Hampton, LLP appeared on behalf of Defendant Mercury Mission Systems, LLC ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

All current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the Class Period.

(The Class Period is defined as the period from January 31, 2020 through February 12, 2025.)

7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiff Armida Burton as the representative of the Class ("Class Representative").

9. The Court provisionally appoints Apex Class Actions, LLC to handle the administration of the Settlement ("Settlement Administrator").

10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the

1 Settlement Administrator with the following information about each Class Member: (1) full name; (2)
2 last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the
3 Class Period; (5) Workweeks worked for Defendant during the Class Period; (6) Pay Periods worked
4 for Defendant during the PAGA Period (if applicable); and (7) such other information as is necessary
5 for the Settlement Administrator to calculate Workweeks and Pay Periods (collectively referred to as
6 the “Class List”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
8 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
9 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
10 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
11 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
12 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by
13 submitting a Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to
14 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
15 The Court further finds that distribution of the Class Notice substantially in the manner and form set
16 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
17 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
18 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the
19 Class Notice by First-Class U.S. Mail to all Class Members within seven (7) calendar days of receipt
20 of the Class List, pursuant to the terms set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
24 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
25 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
26 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
27 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
28 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded

from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. All Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on 03/04/2026 at 10:00 a.m./~~p.m.~~ in Department 15 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012 to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Amount.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by per CCP notice, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Settlement Class Member must submit their Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

16. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails

1 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
2 the Parties shall revert back to their respective positions as of before entering into the Settlement
3 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
4 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

5 17. The Court reserves the right to adjourn or continue the date of the Final Approval
6 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
7 Members and retains jurisdiction to consider all further applications arising out of or connected with
8 the Settlement.

9 **IT IS SO ORDERED.**

10 Dated: 10/09/2025





Honorable Timothy Patrick Dillon
Judge of the Superior Court

Timothy Patrick Dillon / Judge

- 11
- 12
- 13
- 14 1. Service award is \$7500. *
- 15 2. Fees are 33%. *
- 16 3. Escalator is not triggered.
- 17
- 18

19 * Fix the notice accordingly.

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EXHIBIT 1
NOTICE OF CLASS ACTION SETTLEMENT
Armida Burton v. Mercury Mission Systems, LLC

Superior Court of California for the County of Los Angeles, Case No. 24STCV02628

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Armida Burton ("Plaintiff") and Defendant Mercury Mission Systems, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the Class Period.

"Class Period" means the period from January 31, 2020, through February 12, 2025.

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

"PAGA Employee(s)" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

"PAGA Period" means the period from October 18, 2022, through February 12, 2025.

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

II. BACKGROUND OF THE ACTION

On October 18, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On January 31, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On July 24, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

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

Defendant denies all of the allegations in the Action or that it violated any law.

1 The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached
2 a settlement.

3 The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or
4 “Settlement Agreement”).

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

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle GruppChang
P.J. Van Ert
Annabel Blanchard

9 **Blackstone Law, APC**

8383 Wilshire Boulevard, Suite 745

10 Beverly Hills, California 90211

11 Tel: (310) 622-4278 / Fax: (855) 786-6356

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

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

25 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

26 **A. Settlement Formula**

27 The total gross settlement amount is Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) (the
28 “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class
Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross
Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees,
in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$122,500.00), and
reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero
Cents (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand
Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of Forty-Six
Thousand Six Hundred Sixty-Seven Dollars and Zero Cents (\$46,667.00) allocated toward civil penalties under
the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$35,000.25)
(“LWDA Payment”) and the remaining 25% (\$11,666.75) will be distributed to PAGA Employees (“PAGA
Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Five
Hundred Dollars and Zero Cents (\$7,500.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period based on dates of employment for each Class Member, as reflected in Defendant’s records (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period based on dates of employment for each PAGA Employee, as reflected in Defendant’s records (“Pay Periods”). The Settlement Administrator divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

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

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

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From January 31, 2020 through February 12, 2025 (i.e., the Class Period), you are credited as having [REDACTED] Workweeks.**
- **From October 18, 2022 through February 12, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Armida Burton v. Mercury Mission Systems, LLC*, Case No. 23STCV02628); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement

Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

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

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

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

A. Release of Claims

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

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

"Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Class Action Complaint against the Released Parties, arising during the Class Period, under any federal, state, or local law, including but not limited to the failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; failure to reimburse for all necessary business expenses; unfair business practices; recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys' fees and costs; claims under the California Labor Code including sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2800, and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq.

"Released PAGA Claims" means any and all claims for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq., that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Complaint and the PAGA Letter that occurred during the PAGA Period, including but not limited to claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the

1 calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods
2 and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation
3 and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses;
4 payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep
5 accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure
6 to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the
7 California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203,
8 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,
9 1194.2, 1194.3, 1197, 1197.1, 1198, 2800, 2802, 2698 et seq., and 2699 et seq.).

10 “Released Parties” means Defendant and each of its past, present and future agents, officers, directors, partners,
11 employees, joint employers, insurers, affiliates, trustees, representatives, shareholders, stockholders, attorneys,
12 parents, subsidiaries, predecessors, successors, joint venturers, alter-egos, and assigns.

13 **B. Attorneys’ Fees and Costs to Class Counsel**

14 Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross
15 Settlement Amount (i.e., \$122,500.00) and reimbursement of litigation costs and expenses in an amount not to
16 exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, “Attorneys’ Fees and Costs”),
17 subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the
18 Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members,
19 and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been
20 paying all litigation costs and expenses.

21 **A. Enhancement Payment to Plaintiff**

22 Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”),
23 in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the
24 Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition
25 to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

26 **B. Settlement Administration Costs to Settlement Administrator**

27 Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Five Hundred Dollars and
28 Zero Cents (\$7,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement
administration process, including and not limited to, the expense of notifying the Class Members of the
Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating
Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing
payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to
approval by the Court.

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

30 **A. Participate in the Settlement**

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

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

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

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

B. Request Exclusion from the Class Settlement

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

Apex Class Action, LLC
18 Technology Drive, Suite 154
Irvine, California 92618

A Request for Exclusion must: (a) contain the case name and number of the Action (*Armida Burton v. Mercury Mission Systems, LLC*, Case No. 23STCV02628); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

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

A. Object to the Class Settlement

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

The Notice of Objection must: (a) contain the case name and number of the Action (*Armida Burton v. Mercury Mission Systems, LLC*, Case No. 23STCV02628); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 15 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

1 **VI. ADDITIONAL INFORMATION**

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

5 You may view the Settlement Agreement and other documents filed in the Action by going to the Los Angeles
6 Superior Court website (<https://www.lacourt.org/online/civil>) and clicking Case Access – Civil. Once the
7 page is loaded you will see a search function and you will be asked to input the case number found above. Enter
8 the case number and hit search. Once completed, you will be taken to the public records of the matter above and
9 will be able to access all documents related to the case, including but not limited to the Settlement Agreement.

10 You may also visit the Settlement Administrator's website at [REDACTED] to access key documents
11 in the Action.

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

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

EXHIBIT 3

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior

Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

List of Expenses Items - 1/30/2026

Date	Type of Expense	Title	Amount
10/18/2023	Mailing	Mailing Cost- Records Request Mercury Mission System LLC Agent for Service	\$ 8.53
10/18/2023	Mailing	Mailing Cost- Records Request to Mercury Mission System LLC	\$ 8.53
10/18/2023	Mailing	Mailing Cost- Records Request to Mercury Mission System LLC (Andover)	\$ 8.53
2/2/2024	Filing	Steno - Complaint Packet	\$ 1,997.20
4/23/2024	Service	Steno - Personal Service	\$ 216.95
9/23/2024	Mediation Fee	Payment to Signature Resolution	\$ 10,495.00
11/22/2024	Mediation Fee	Payment to Berger Consulting Group	\$ 9,425.00
1/9/2025	Filing	Steno - CCD: Stipulation and Order	\$ 175.00
2/14/2025	Filing	Steno - Notice of Court Order	\$ 59.95
4/2/2025	Filing	Steno - Joint Notice of Settlement	\$ 59.95
4/18/2025	Hosting Fee	Payment to Case Anywhere	\$ 49.99
5/2/2025	Hosting Fee	Payment to Case Anywhere	\$ 59.00
6/11/2025	Filing	Steno -Plaintiff's Notice of Hearing	\$ 59.95
6/18/2025	Hosting Fee	Payment to Case Anywhere	\$ 59.00
7/11/2025	Filing	Steno - Joint Stipulation to Amend Complaint; Proposed Order	\$ 86.95
7/15/2025	Hosting Fee	Payment to Case Anywhere	\$ 59.00
7/28/2025	Filing	Steno - First Amended Complaint	\$ 59.95
7/29/2025	Filing	Steno - Motion for Preliminary Approval	\$ 140.95
8/23/2025	Hosting Fee	Payment to Case Anywhere	\$ 115.00
9/21/2025	Hosting Fee	Payment to Case Anywhere	\$ 59.00
10/24/2025	Hosting Fee	Payment to Case Anywhere	\$ 59.00
10/24/2025	Filing	Steno - Notice of Entry of MPA Order	\$ 59.95
11/30/2025	Hosting Fee	Payment to Case Anywhere	\$ 66.00
1/27/2026	Hosting Fee	Payment to Case Anywhere	\$ 59.00
9/27/2024	Mailing	Mailing Cost - Records Request and PAGA Letter to Physical Optics Corporation (Agent)	\$ 9.92
9/27/2024	Mailing	Mailing Cost - Records Request and PAGA Letter to Mercury Systems LLC	\$ 9.92
9/27/2024	Mailing	Mailing Cost - Records Request and PAGA Letter to Mercury Systems LLC (Agent)	\$ 9.92
9/27/2024	Mailing	Mailing Cost - Records Request and PAGA Letter to Mercury Systems Inc	\$ 9.92
9/27/2024	Mailing	Mailing Cost - Records Request and PAGA Letter to Mercury Systems Inc (Agent)	\$ 9.92
9/6/2023	Mailing	Mailing Cost - Welcome Package	\$ 1.59
9/8/2023	Mailing	Mailing Cost - Records Request to Mercury Mission System LLC (Agent)	\$ 8.53
9/8/2023	Mailing	Mailing Cost - Records Request to Mercury Mission Sytems LLC	\$ 8.53
10/19/2023	Mailing	Mailing Cost - Case Representation and File Request to Davtyn Law Firm	\$ 0.63
2/8/2024	Filing	Steno - Complaint Packet	\$ 647.20
4/24/2024	Service	Stero - Personal Service	\$ 200.95
5/1/2024	Filing	Steno - Complaint ; Summons; CCC	\$ 712.20
5/10/2024	Service	Steno - Personal Service	\$ 194.45
8/28/2024	Filing	Steno - Joint Stipulation and [Proposed] Order	\$ 126.95
8/28/2024	Filing	Steno - Request for Dismissal	\$ 99.95
11/6/2024	Filing	Stebo - CMS	\$ 99.95
3/31/2025	Filing	Steno - Joint Notice of Settlement	\$ 59.95
11/4/2025	Filing	One Legal - Joint Statement Re Status of Mediation	\$ 23.44
	Future Cost	Steno - Motion for Final Approval	\$ 140.95
	Future Cost	Steno - Notice of Entry of MPA Order	\$ 59.95

TOTAL: \$ 25,882.20