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DE BLOUW LLP**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA**

FERUZ MIRZA-ALIEV, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

800 MOFFETT MV MANAGER, LLC, a
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **24CV431503**

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

Hearing Date: June 4, 2026

Hearing Time: 1:30 p.m.

*[Hearing scheduled by Order dated January
16, 2026]*

Judge: Hon. Beth McGowen

Dept.: 22

Action Filed: February 23, 2024

Trial Date: Not set

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiff Feruz Mirza-Aliev ("Plaintiff") in this matter. As such, I am
4 fully familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant 800 Moffett

1 MV Manager, LLC ("Defendant") reached a full and final settlement of the above-captioned action,
2 which is embodied in the Agreement filed concurrently with the Court. As consideration for this
3 Settlement, the Gross Settlement Amount to be paid by Defendant is Five Hundred Fifteen Thousand
4 Dollars and Zero Cents (\$515,000.00) (the "Gross Settlement Amount") (the "Gross Settlement
5 Amount"). (Agreement at ¶¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the
6 following elements: (i) all Individual Class Payments and Individual PAGA Payments; (ii) the LWDA
7 PAGA Payment; (iii) the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
8 Payment; (iv) the Class Representative Service Payment; and (v) the Administration Expenses Payment.
9 (Agreement at ¶ 1.22.)

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

13 (c) Within fourteen (14) days of the Effective Date, Defendant shall deposit the Gross Settlement
14 Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments
15 to Participating Class Members along with the other Court-approved distributions shall be made by the
16 Administrator within fourteen (14) days after Defendant fully fund the Gross Settlement Amount.
17 (Agreement at ¶ 5.1.)

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

28 (e) Class Members were sent the Court approved Class Notice using the procedure approved by

1 the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
3 to any forwarding address provided or updated address located. *See* Declaration of Garvin Brown, to be
4 filed after the May 22, 2026 Response Deadline, Exh. A. Class Members were provided with the
5 opportunity to exclude themselves or "opt out" if they did not want to participate in the settlement.
6 (Agreement at ¶ 8.5, Ex. A.). Significantly, to date, there have been **no objections and no requests for**
7 **exclusion**. As such, currently, the entire Class (100%) will participate in the Settlement and will be sent
8 a settlement check. All Aggrieved Employees still will receive an Individual PAGA Payment and will
9 release the Released PAGA Claims regardless of any request for exclusion from the Class. (Agreement
10 at ¶¶ 6.3 and 8.5(d)) Finally, the Class Notice will advise the Class Members of their right to object to
11 the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

12 (f) A Participating Class Member must cash the check for his or her Individual Class Payment
13 (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed. (Agreement at ¶ 5.2.)
14 Any settlement checks not cashed within 180 days will be voided and any funds represented by such
15 checks will be allocated to a Court-approved nonprofit organization or foundation consistent with Code
16 of Civil Procedure Section 384(b) ("Cy Pres Recipient"). (Agreement at ¶ 5.4.) The Parties propose Bay
17 Area Legal Aid as the Cy Pres Recipient of this Settlement to receive the uncashed funds. The Parties,
18 Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or
19 otherwise, with the intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

20 (g) IYLM Group, Inc. was appointed by the Court as the Administrator for the Settlement.
21 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
22 administration in an amount not to exceed \$8,750. (Agreement at ¶ 3.2(c).) The Declaration of Garvin
23 Brown will set forth the administration fees and costs incurred to-date, as well as anticipated fees and
24 costs for completion of the settlement administration.

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

1 approval, the Agreement provides for a payment of no more than \$12,500 to Plaintiff as the Class
2 Representative Service Payments, which service award this Court reduced to \$10,000 at preliminary
3 approval. (Agreement at ¶ 3.2(a).) In support of these requests for attorneys' fees, reimbursement of
4 expenses and service awards, Class Counsel is providing evidentiary support, including lodestar.

5 (i) Subject to Court approval, \$15,000 will be paid from the Gross Settlement Amount in
6 settlement of Plaintiff's claim for civil penalties under the California Labor Code Private Attorneys
7 General Act ("PAGA"), Cal. Labor Code Section 2698, et seq. Pursuant to the express requirements of
8 Labor Code § 2699(i), the PAGA Penalties payment shall be allocated as follows: 75% (\$11,250) shall
9 be allocated to the LWDA as its share of the civil penalties and 25% (\$3,750) allocated to the Aggrieved
10 Employees and distributed as Individual PAGA Payments based on the number of their respective PAGA
11 Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has
12 been served with this motion and the Agreement.

13 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
14 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
15 is "fair and reasonable." (Preliminary Approval Order at ¶ V.) In sum, the Settlement valued at \$515,000
16 is an excellent result for the Class. This result is particularly favorable in light of the fact that liability and
17 class certification in this case were far from certain in light of the defenses asserted by Defendant. Given
18 the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the
19 uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and adequate, and
20 should be finally approved.

21
22 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
23 dated January 16, 2026 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
24 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On March 23,
25 2026, the Administrator mailed the Court-approved Class Notice to the Class Members, which
26 provided each class member with the terms of the Settlement, including notice of the claims at issue
27 and the financial terms of the settlement, including the attorneys' fees, costs, and service award that
28 were being sought, how individual settlement awards would be calculated, and the specific, estimated

1 payment amount to that individual. See Declaration of Garvin Brown, to be filed after the May 22,
2 2026 Response Deadline. In disseminating the notice, the Administrator followed the notice
3 procedures authorized by the Court in its Preliminary Approval Order. To date, there have been no
4 objections and no requests to opt-out. Currently, the entire Class (100.00%) will participate in the
5 Settlement and will be sent a settlement check.

6
7 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
8 Class Members were not properly paid all overtime wages for hours worked and at the correct rate
9 of pay, were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu
10 thereof, were not timely paid earned wages, were not provided reimbursement for required expenses,
11 were not paid accrued and used sick pay at the correct rate of pay, were not provided accurate
12 itemized wage statements, and were not paid all wages at the time of termination. The Action seeks
13 unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly
14 due and owing to Plaintiff and the other Class Members by virtue of the foregoing claims.

15
16 6. Procedural History of the Litigation

17 (a) On October 18, 2023, Plaintiff filed with the LWDA and served on Defendant a notice under
18 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
19 behalf of Aggrieved Employees for various Labor Code violations, including Cal. Labor Code §§ 201,
20 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
21 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
22 California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and violation
23 of the applicable Industrial Welfare Commission Wage Order(s).

24 (b) On February 23, 2024, Plaintiff commenced this Action by filing a Complaint against
25 Defendant in the Superior Court of the State of California, County of Santa Clara ("Class Action").
26 Plaintiff's Complaint asserted the following class claims against Defendant: (1) Violated California
27 Business and Professions Code § 17200 et seq.; (2) Failed to pay minimum wages in violation of
28 California Labor Code §§ 1194, 1197 & 1197.1; (3) Failed to pay overtime wages in violation of

1 California Labor Code § 510, et seq.; (4) Failed to provide required meal periods in violation of
2 California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failed to provide
3 required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage
4 Order; (6) Failed to provide accurate itemized wage statements in violation of California Labor Code §
5 226; (7) Failed to reimburse employees for required expenses in violation of California Labor Code §
6 2802; and, (8) Failed to pay sick pay wages in violation of California Labor Code §§ 201-203, 233, 246..
7 On March 1, 2024, Plaintiff commenced a Representative Action by filing a Complaint alleging a single
8 cause of action for civil penalties based on violations of the Private Attorneys General Act, Cal. Labor
9 Code §§ 2698, et seq. ("PAGA") (the "PAGA Action").

10 (c) As part of this Settlement, the Parties stipulated to the filing of a First Amended Complaint
11 in the Class Action to add the allegations in the PAGA Action to the Class Action. The First Amended
12 Complaint is the operative complaint Action (the "Operative Complaint"), and was filed on June 27,
13 2025. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with
14 the laws identified in the Operative Complaint and denies any and all liability for the causes of action
15 alleged.

16 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
17 production of documents, class data, and other information, allowing for the full and complete analysis
18 of liabilities and defenses to the claims in the Action. Plaintiff obtained informal discovery, which
19 included the production and analysis of hundreds of pages of documents and data. The information for
20 mediation obtained by Plaintiff included: (1) data concerning the composition of the Class; (2) a sampling
21 of payroll data and time punch data for the Class which covered 331 employees and 61,225 shifts; (3)
22 Defendant's wage and hour policies and job descriptions; (4) the employment file for the Plaintiff; and,
23 (5) samples of wage statements provided by Defendant. As such, Class Counsel received the data and
24 information for the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the
25 claims for the Class.

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

1 engaged in substantial research and investigation in connection with the Action. Class Counsel has
2 thoroughly analyzed the value of the claims during the prosecution of the Action and utilized an expert
3 to perform an analysis of the data and valuation of the claims.

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

12 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
13 kind associated with the claims alleged in the Action and further denies that, for any purpose other than
14 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
15 among other things, that it has properly compensated the Class Members and complied at all times with
16 the California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
17 Defendant contends that class certification is inappropriate for any reason other than for settlement.
18 Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contends that
19 the Action is appropriate for class certification on the basis that the claims meet the requisites for class
20 certification. Without admitting that class certification is proper, Defendant has stipulated that the Class
21 may be certified for settlement purposes only. (Agreement at ¶ 2.8.) The Parties agree that certification
22 for settlement purposes is not an admission that class certification is proper. Further, the Agreement is
23 not admissible in this or any other proceeding as evidence that the Class could be certified absent a
24 settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites
25 for establishing class certification with respect to the Class are satisfied.

26 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over
27 the course of more than a year, Class Counsel diligently evaluated the Class Members' claims against
28 Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with

1 access to necessary documents and information for the Class. In addition, Class Counsel has previously
2 negotiated settlements with other employers in actions involving nearly identical issues and analogous
3 defenses. Based on the informal discovery and their own independent investigation, evaluation and
4 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
5 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
6 facts and circumstances, including the risk of significant delay, the risk that the claims would not be
7 allowed to proceed on a class or representative basis, the defenses asserted by Defendant, and potential
8 appellate issues.

9

10 7. History of Settlement Discussions

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

17 (b) The Parties attended an arms-length mediation session with Tagore Subramaniam, Esq., a
18 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
19 preparation for the mediation, Defendant provided Class Counsel with necessary information, including
20 the Class payroll and timekeeping data. Plaintiff analyzed the data with the assistance of a damages
21 expert, Berger Consulting, and prepared and submitted a mediation brief and damage valuation to the
22 Mediator. Following the all-day mediation, the Parties agreed to the Settlement, which was memorialized
23 in the form of a Memorandum of Understanding.

24 (c) From March 2025 to July 2025, the settlement agreement and exhibits thereto were finalized
25 and executed. The Court granted Plaintiff's Motion for Preliminary Approval, and entered an Order on
26 January 16, 2026 preliminarily approving the settlement as fair, adequate, and reasonable to the Class.

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

1
2 8. The outcome of this case would have been uncertain and fraught with risks.

3 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
4 Plaintiff and the other Class Members. Defendant maintains that its practices complied with all
5 applicable wage and hour laws and that there was no miscalculation of the regular rate. Defendant
6 contends that its meal and rest period policies and practices provide Class Members with meal and rest
7 periods and that the payment of significant meal and rest premiums is evidence of Defendant's legally
8 compliant practices. As to expense reimbursement, Defendant maintains that it did not fail to provide
9 reimbursement for necessary business expenses because, among other things, the alleged expenses were
10 convenient and voluntary, and therefore not were required expenses giving rise to reimbursement.
11 Defendant could argue that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed*
12 *Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64
13 Cal.App.5th 85 (2021), weakened Plaintiff's claims in terms of liability and value, and preclude claims
14 from proceeding on a class or representative basis. Defendant also maintains that a good faith dispute
15 and absence of willfulness would negate the claims for waiting time penalties and/or failure to provide
16 accurate itemized wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065
17 (2024) ("if an employer reasonably and in good faith believed it was providing a complete and accurate
18 wage statement in compliance with the requirements of section 226, then it has not knowingly and
19 intentionally failed to comply with the wage statement law.") If successful, Defendant's defenses could
20 eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these defenses
21 could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk
22 to recovery by the Class.

23 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
24 to obtain class certification and thereby not recover on behalf of any employees other than themselves
25 Defendant argued that the individual experience of each putative class member varied with respect to the
26 claims, which would preclude the claims from proceeding on a class basis. For instance, Plaintiff's meal
27 and rest period claims would require individualized inquiries into whether each employee took a
28 compliant meal or rest period on a given shift and, if not, why. Plaintiff are aware of other cases where

1 class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885
2 (2019) (denying certification of rest break claims). Finally, even if class certification was successful, as
3 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Association*, 59
4 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where a class
5 has been certified. While other cases have approved class certification of wage and hour claims, class
6 certification in this Action would have been hotly disputed and was by no means a foregone conclusion.

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

22 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
23 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
24 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
25 to the value of the claims. Based upon 387 Class Members who collectively worked an estimated 19,662
26 workweeks, the Gross Settlement Amount provides an average value of \$1,330 per Class Member and
27 \$26 per workweek and, after deductions, the Net Settlement Amount provides an average recovery of
28 \$735.35 per Class Member and a recovery of \$14.47 per workweek. The calculations to compensate for

1 the amount due to the Class Members at the time the Settlement was negotiated were calculated by
2 Plaintiff's expert, Berger Consulting, in advance of mediation. Class Counsel analyzed the data for
3 putative class members and determined the potential maximum damages for the class claims. For the
4 Class, the maximum potential damages for alleged off-the-clock work at 1 hour per week was \$618,867,
5 the maximum potential damages for the alleged miscalculation of the regular rate when paying overtime
6 is \$3,358, the maximum potential damages for the alleged miscalculation of the regular rate when paying
7 meal and rest premiums and sick pay is \$4,429, the maximum potential damages for alleged meal period
8 violations were estimated to be \$183,060 based upon a 16.8% violation rate observed in the time records
9 and after deduction of meal period premiums paid by Defendant, the maximum potential damages for
10 alleged rest period violations were estimated to be \$285,422 based upon the same 16.8% violation rate
11 observed for meal periods and after deduction of rest period premiums paid by Defendant, and the
12 maximum potential damages for the alleged failure to reimburse business expenses were calculated to
13 be \$27,475 based upon \$5 per month. In total, the damages for the Class were calculated to have a
14 maximum potential total value of \$1,122,611. In addition, Plaintiff calculated that the maximum value
15 of the potential waiting time penalties were \$1,316,527, and the maximum value of the potential wage
16 statement penalties were \$548,300.¹ Defendant vigorously disputed Plaintiff's calculations and
17 exposure theories. Consequently, the Gross Settlement Amount represents more than 45% of Plaintiff's
18 calculation of the potential maximum damages at issue for the Class in this case, assuming these amounts
19 could all be proven in full at trial.² Importantly, the recent decision that good faith belief of compliance
20 by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could
21

22 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
23 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
24 by Defendant, including but not limited to, a good-faith dispute defense as to whether any premium
25 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and
26 Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576,
584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
dispute as to whether and when the wages were due.").

27 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not include the
28 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
Declaration of Nordrehaug at ¶ 33 submitted in support of the Motion for Preliminary Approval.

1 completely negate the claims for waiting time and wage statement penalties, even if wages were owed
2 to the class. The maximum calculations should then be realistically risk rated in consideration for both
3 the risk of class certification and the risk of establishing class-wide liability on all claims. Given the
4 amount of the Settlement as compared to the potential value of the claims, the Settlement is most
5 certainly fair and reasonable.³ Clearly, the goal of this litigation has been met.

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

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

18 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

19 9. The Agreement For The Payment of Fees and Expenses Is Appropriate And Should Be 20 Enforced

21 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
22 fund settlement to be paid by Defendant to the Class in the amount of Five Hundred Fifteen Thousand

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

1 Dollars and Zero Cents (\$515,000.00) (Agreement at ¶¶ 1.22.) As part of the settlement, the parties
2 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class
3 Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests
4 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement
5 Amount.

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

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

16
17 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
18 Created for the Benefit of the Class

19 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
20 of the Gross Settlement Amount of \$515,000 which equals \$171,666.66 for attorneys' fees. As part of
21 the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
22 incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000. Finally, Defendant
23 also agreed that Plaintiff can be awarded the Class Representative Service Payment in the amount of
24 \$10,000 as his service award under the Agreement.

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

1 that takes place in the legal market place.

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

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

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

23 (f) The Settlement was possible because Defendant recognized the risks that Plaintiff could
24 potentially prevail on any or all of the contested issues regarding liability, and obtain class certification.
25 In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and
26 hour and class action litigation. The high quality of the Class Counsel's work in this case was mandated
27 by the vigorous defense presented by counsel for Defendant. Over the last years of litigation, Class
28 Counsel was required to invest substantial time and resources in investigation, litigation, the

1 determination of potential damages and communicating with and responding to opposing counsel's and
2 class members' requests and inquiries.

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

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

18 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
19 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
20 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$575,305.44
21 is also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
22 **records for Class Counsel evidence that through May 8, 2026, Class Counsel's total lodestar is**
23 **\$ [REDACTED], with significant additional fees still to be incurred to complete final approval and the**
24 **settlement process.** See Exhibit #3. The requested fee award is therefore currently equivalent to Class
25 Counsel's total lodestar with a reasonable multiplier cross-check of [REDACTED], and there will be
26 additional lodestar incurred by Class Counsel to complete the settlement process and manage the
27 settlement distribution and reports. As evidenced by the billing, Class Counsel's work was efficiently
28 performed and highly successful, and Class Counsel should not be punished for efficient and successful

1 litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is
2 justified under California law.

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

10 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
11 Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
12 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
13 Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-third award
14 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
15 Superior Court Case No. CGC-16-550847), Judge Ethan Schulman awarded Class Counsel a one-third
16 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
17 (Los Angeles County Superior Court Case No. BC564369), Judge Amy Hogue awarded Class Counsel
18 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
19 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
20 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
21 (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham awarded a one-third fee
22 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
23 *Company* (San Bernardino Superior Court Case No. CIVDS2010856), Judge David Cohn awarded a
24 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
25 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson awarded a one-third
26 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.* (San
27 Francisco Superior Court Case No. CGC-20-587665), Judge Richard Ulmer awarded a one-third fee
28 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric*

1 LLC (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third
2 fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*
3 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
4 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
5 *Net of California, Inc.* (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
6 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
7 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.* (San Francisco Superior Court Case No. CGC-20-
8 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
9 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
10 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
11 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
12 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
13 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
14 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
15 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
16 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
17 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
18 County Superior Court Case No. CIVSB2127657), Judge David Cohn awarded a one-third fee award in
19 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
20 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
21 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart* (San Bernardino County
22 Superior Court Case No. CIVDS2023061), Judge Joseph T. Ortiz awarded a one-third fee award in a
23 wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles
24 County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award
25 in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San
26 Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee
27 award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center*
28 (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third

1 fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
2 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee
3 award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing*
4 (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third
5 fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento
6 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee
7 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara
8 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award
9 in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore
10 reasonable in light of the fees that have been awarded in other similar cases.

11 12. **The contemporaneous billing records for Class Counsel evidence that through**
12 **May 8, 2026, Class Counsel's total lodestar is \$ [REDACTED], with significant additional fees still to**
13 **be incurred to complete final approval and the settlement process.** The requested fee award is
14 therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check
15 of [REDACTED], and there will be additional lodestar incurred by Class Counsel to complete the settlement process
16 and manage the settlement distribution and reports. From February 20, 2024 to May 8, 2026, my firm
17 worked on this matter for over 120 hours, with hourly rates for attorneys ranging from \$450 to \$995,
18 resulting in a total incurred lodestar for my firm in the amount of \$ [REDACTED]. A detailed breakdown of the
19 total fees and the services performed by the firm on this case is attached hereto as Exhibit #3. In addition,
20 my firm will be performing significant additional work that is not included in this lodestar amount,
21 including finalizing the final approval motion, attending the hearing on final approval, and monitoring
22 completion of the settlement process. I expect this additional work will result in \$20,000 in additional
23 lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the
24 local legal community for similar work and, if this were a commercial matter, these are the charges that
25 would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with
26 the appropriate 2% increase adjustment for Southern California. A true and correct copy of the current
27 Laffey Matrix is attached hereto as Exhibit # 4. These hourly rates have been approved by Court's
28 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,

1 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear
2 reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of
3 California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
4 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
5 detailed in the National Law Journal Billing Survey. *See e.g. Zest IP Holdings, LLC v. Implant Direct*
6 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average
7 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates
8 when compared within 21 other firms practicing in the Southern District of California.) This survey is
9 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
10 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
11 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
12 who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for
13 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
14 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
15 charged by Class Counsel for comparable work are less than these examples, and are therefore
16 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
17 the currently lodestar incurred with a reasonable multiplier which will be even less by the completion of
18 the settlement. This is comparable to the multipliers approved in other cases. The requested award is
19 therefore reasonable viewed by the Lodestar/Multiplier cross-check.

20
21 13. Litigation Expenses: The Agreement provides at paragraph 3.2(b), that Class Counsel
22 may seek a “Class Counsel Litigation Expenses Payment of not more than \$25,000.” Class Counsel
23 requests reimbursement for incurred litigation expenses and costs in the amount of \$18,977.41 based
24 upon billing records, which is less than the "not to exceed" amount. These litigation expenses include
25 filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service charges

(OneLegal, and Knox), all of which are costs normally billed to the client.⁴ The details of the litigation expenses incurred are set forth in my firm's billing statement attached hereto as Exhibit #3. These costs were reasonably incurred in the prosecution of the Action.

Service Awards

14. For his service as the class representative, Plaintiff should be awarded the agreed service award of \$10,000 in accordance with the Agreement for his time, risk and effort expended on behalf of the Class as the class representative.⁵ (Agreement at ¶ 3.2(a).) Defendant has agreed to this payment and there have been no objections to the requested service award. Plaintiff's Declaration is submitted in support of this request and is attached hereto as Exhibit #5. As the only representative of the Class, Plaintiff performed his duties to the Class admirably and without exception. Plaintiff worked extensively with Class Counsel during the course of the litigation, responding to numerous requests, searching for documents, working with counsel, and reviewing the settlement documentation. As set forth in the Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond the class release. Plaintiff's Declaration details the involvement, stress and risks he undertook as a result of this Action. Plaintiff also assumed the serious risk that he might possibly be liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having filed a class action on behalf of fellow former employees. Without the Plaintiff's participation, cooperation and information, no other employees would be receiving any benefit. The payment of service awards to successful class representatives is appropriate and the amount of \$12,500 is well within the currently awarded range for similar settlements. The requested awards are also reasonable by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.

⁴ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging, photocopying, long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v. Lojack Corp., Inc.*, 2012 WL 3151077, at *12 (C.D. Cal. 2012).

⁵ This Court reduced the service award to \$10,000 at the time of preliminary approval.

1 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
2 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
3 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
4 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
5 *7 (S.D. Cal. 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action);
6 *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service
7 award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal.
8 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing
9 an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007)
10 (awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty,*
11 *LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service
12 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. 2011)
13 (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798,
14 Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS*
15 *Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June
16 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A.
17 County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue*
18 *v. Coldwell Banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court
19 (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
20 Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v.*
21 *Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)
22 (awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los
23 Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South*
24 *Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
25 2012)(awarding \$10,000 service award); *Hill v. Sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
26 Angeles County Superior Court (July 2, 2012) (awarding \$10,000 service award); *Kambamba v.*
27 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)
28 (awarding \$10,000 service award together with additional compensation for their general release);

1 *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)
2 (awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles
3 County Superior Court, (Mar. 19, 2010) (awarding \$10,000 service award); *Sheldon v. AHMC Monterey*
4 *Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013) (awarding
5 \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles
6 County Superior Court (Feb. 8, 2011) (awarding \$10,000 enhancement award); *Weisbarth v. Banc West*
7 *Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)
8 (awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289,
9 Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v.*
10 *Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011) (awarding
11 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)
12 (C.D. Cal. June 22, 2010) (awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case
13 No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012) (awarding \$10,000 service
14 award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012) (awarding
15 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
16 County Superior Court (July 16, 2013) (awarding \$10,000 service award); *Kisliuk v. ADT Security*
17 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011) (awarding \$10,000 service
18 award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior
19 Court (Jan. 24, 2013) (awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case
20 No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010) (awarding \$10,000
21 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case No. 17CV313457
22 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C.
23 Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service
24 award).

25 15. The requested service award is also reasonable in light of the reputational risk that Plaintiff
26 assumed in bringing this action against his former employer. Plaintiff put his future employment
27 prospects at risk by becoming a class representative as the fact that she filed a lawsuit "is searchable on
28 the internet and may become known to prospective employers when evaluating" him for employment.

1 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
2 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
3 other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows
4 employers to run extensive background searches on potential employees. Companies who provide these
5 services specifically highlight the fact that their services allows employers to weed out litigious
6 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
7 prospective employee is likely to sue" the employer, through background checks and other means, to
8 screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has become
9 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
10 employers simply cannot afford to hire employees who will put their company at risk."⁷ PreciseHire also
11 offers employment screening and similarly warns "with today's business climate being extremely
12 competitive and highly litigious, conducting pre employment background checks has become a
13 necessity."⁸

14 16. As a result, Class Counsel respectfully requests approval of the application for award of
15 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
16 expenses in the amount of \$18,977.41, and approval of the requested service award to the Plaintiff.

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

20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct. Executed this 8th day of May, 2026, at San Diego, California.

22 /s/ Norman Blumenthal
23 NORMAN B. BLUMENTHAL
24

25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁸ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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

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

Admitted: 2011, California

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

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Associate Attorney

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

Admitted: 2010, California

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

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

Admitted: 2011, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

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

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

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Feruz Mirza-Aliev (“Plaintiff”) and defendant 800 Moffett MV Manager, LLC d/b/a The Ameswell Hotel (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Feruz Mirza-Aliev v. 800 Moffett MV Manager, LLC*, Case No. 24CV431503, initiated on or about February 23, 2024 and pending in Superior Court of the State of California, County of Santa Clara.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to engage to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all non-exempt employees who worked for Defendant in the State of California during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by and worked for Defendant, who were classified as non-exempt in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of

Workweeks and PAGA Pay Periods per Class Member.

- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members by the Administrator, in the form as forth as Exhibit A to this Agreement and incorporated by reference into this Agreement, in English with a Spanish translation, if applicable without material variation, .
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from February 23, 2020 through April 8, 2025.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Santa Clara.
- 1.17. “Defendant” means 800 Moffett MV Manager, LLC d/b/a The Ameswell Hotel.
- 1.18. “Defense Counsel” means Littler Mendelson, P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment

(i.e., 61 days from notice of entry of judgment); or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Five Hundred Fifteen Thousand Dollars and Zero Cents (\$515,000.00), which is the total amount to be paid by Defendant as provided by this Agreement, except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages, which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “Operative Complaint” means the First Amended Complaint to be filed in the Action.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from December 25, 2022 through Preliminary Approval.
- 1.33. “PAGA” means the Private Attorneys General Act (Cal. Labor Code §§ 2698, *et seq.*).
- 1.34. “PAGA Notice” means the Plaintiff’s October 18, 2023 letter to Defendant and the LWDA, providing notice pursuant to California Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750) and the 75% to LWDA (\$11,250) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiff” means Feruz Mirza-Aliev, the named plaintiff in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. The Code sections alleged in the Operative Complaint that are included in the Release Class Claims are: Cal. Lab. Code §§ 201-203, 226, 226.7, 233, 246, 510, 512, 1194, 1197, 1197.1, 2802 and Cal. Bus. & Prof. Code § 17200. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or California class claims outside the Class Period.
- 1.40. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Code sections alleged in the Operative Complaint that are included in the Release Class Claims are: Cal. Lab. Code

§§ 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), and the applicable Wage Order(s). The Released PAGA Claims do not include other PAGA claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

- 1.41. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, partners, employees, attorneys, insurers, parents, predecessors, successors, assigns, subsidiaries, affiliates, divisions, related entities, agents, benefit plans, and representatives.
- 1.42. "Request for Exclusion" means a Class Member's timely submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On February 23, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Santa Clara. Plaintiff's Complaint asserted the following causes of action against Defendant:
 1. Unfair Competition in Violation of California Business and Professions Code § 17200 *et seq.*;
 2. Failure To Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 & 1197.1;
 3. Failure To Pay Overtime Wages in Violation of California Labor Code § 510, *et seq.*;
 4. Failure To Provide Required Meal Periods in Violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 5. Failure To Provide Required Rest Periods in Violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;

6. Failure To Provide Accurate Itemized Wage Statements in Violation of California Labor Code § 226;
 7. Failure To Reimburse Employees for Required Expenses in Violation of California Labor Code § 2802; and,
 8. Failure To Pay Sick Pay Wages in Violation of California Labor Code §§ 201-203, 233, 246.
- 2.2. On March 1, 2024, Plaintiff commenced a Representative Action by filing a Complaint alleging a single cause of action for civil penalties based on violations of the Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) (the “PAGA Action”).
- 2.3. On June 27, 2025, Plaintiff filed a First Amended Complaint, adding, for settlement purposes only, the allegations in the PAGA Action to the Class Action.
- 2.4. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).
- 2.5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged. Accordingly, the Parties agree that Defendant is not required to file a responsive pleading to the First Amended Complaint and, notwithstanding this fact, the lack of a responsive pleading is not meant to be interpreted as a waiver of any of its rights, nor will the lack of a responsive pleading subject Defendant to default.
- 2.6. On February 7, 2025, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq. a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.7. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30 (“*Dunk/Kullar*”).
- 2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest

certification of any class for any reason and reserves all available defenses to the claims in the Action.

- 2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$515,000.00 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages, which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Parties agree that the consideration described herein constitutes adequate consideration for the Settlement and releases described herein.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$12,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment and for other payments made per the terms of this settlement and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$171,666.66, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees

Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$8,750 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$8,750, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on

IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- (f) The settlement payments made to Plaintiff and Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties' intention that this settlement will not affect any rights, contributions, or amounts to which Plaintiff and Class Members may be entitled under any benefit plans. The payment under this Agreement shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records at the time of mediation, Defendant estimated that the Class consisted of 402 Class Members who collectively worked a total of 20,515 Workweeks, and 283 Aggrieved Employees who worked a total of 7,047 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

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

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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

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

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

7.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the

notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matters or actions asserting claims that will be extinguished or adversely affected by the Settlement.

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

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator’s duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member’s new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion;

providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

8.5. Requests for Exclusion (Opt-Outs).

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

objection, only the Request for Exclusion will be accepted, and the objection will be void.

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

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative

Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit

to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In the event the released workweeks are more than 10% greater than the amount in paragraph 4.1 above (i.e., exceeds 22,567 workweeks), Defendant may elect to either: (1) purchase the additional workweeks at a pro rata rate (i.e., by a pro-rata dollar value equal to the number of workweeks in excess of 22,567 workweeks; for example, if there is a 1% increase over 10%, then the net settlement amount increases by 1%); or (2) cut off the release period as of the date the 10% cushion is exhausted. Aside from the terms set forth in this Agreement, under no circumstances will Defendant be required to pay any additional monies in order to receive the release of claims as set forth therein.
- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together

in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Gross Settlement Amount, Participating Class Member Payments, PAGA Payments, the Class Representative Service Payment, the Individual Settlement Payment, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the gross amount of the Settlement and the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, Individual Settlement Payment, or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS

- 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members or Aggrieved Employees in accordance with Class Counsel's ethical obligations owed to Class Members and Aggrieved Employees.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other

settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Upon distribution of the entire Gross Settlement Amount, Class Counsel shall destroy all confidential materials related to the Action, the litigation, and this Settlement. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Dennis M. Brown
Susan T. Ye
Angela E. Meakin
LITTLER MENDELSON, P.C.
50 W. San Fernando Street, 7th Floor
San Jose, California 95113.2431
Tel.: (408) 998-4150

Fax: (408) 288-5686
Email: dmbrown@littler.com
syc@littler.com
ameakin@littler.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process from the mediation on February 7, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

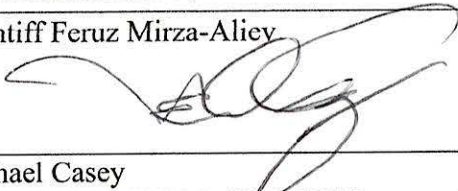
The Parties and their counsel hereby execute this Agreement.

Dated: 07/14/2025

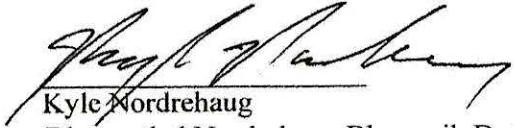
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FeruzTiger1998 (Jul 14, 2025 20:19 PDT)

Plaintiff Feruz Mirza-Alicy

Dated: 7/22/2025


Michael Casey
For Defendant 800 Moffett MV Manager, LLC

Dated: 7/15/25


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 7/22/25



Dennis M. Brown / Susan T. Ye / Angela E. Meakin
Littler Mendelson, P.C.
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

Mirza-Aliev v. 800 Moffett MV Manager, LLC,
Superior Court of the State of California, County of Santa Clara, Case No. 24CV431503

The Superior Court for the State of California authorized this Notice.

READ IT CAREFULLY!

It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant 800 Moffett MV Manager, LLC d/b/a The Ameswell Hotel (“Defendant”) for alleged wage and hour violations. The Action seeks payment of (1) wages and other relief for the Class of all individuals who are or previously were employed by and worked for Defendant, who were classified as non-exempt in the State of California at any time during the Class Period (February 23, 2020 through April 8, 2025) (“Class Members”), and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees who worked for Defendant in the State of California during the PAGA Period (December 25, 2022 through [REDACTED]) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to be <<\$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendant during the PAGA Period.)

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. You will be deemed to have carefully read and understood this

Notice. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff Feruz Mirza-Aliev (“Plaintiff”) and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Settlement.** You may object to the Settlement, either in writing or verbally at the hearing. Instructions on how to object are provided below.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is ____.	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.

	However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline (_____)	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at 1:30 p.m., at the Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, in Department 7 before Judge _____. This hearing may change as explained below in Section 9. The judge overseeing this case encourages remote appearances. Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll-free conference call number for Department 7. You do not have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Santa Clara (the “Court”), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

All individuals who are or previously were employed by and worked for Defendant, who were classified as non-exempt in the State of California at any time during the Class Period.

The “Class Period” is February 23, 2020 through April 8, 2025.

2. What is this class action lawsuit about?

On February 23, 2024, Plaintiff filed a class action complaint against Defendant in the Superior Court of the State of California, County of Santa Clara Case No. 24CV431503 (hereinafter “Action”). Plaintiff asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to pay sick wages. On March 1, 2024, Plaintiff filed a separate representative action complaint against Defendant asserting a single cause of action for violation of the Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA Action”).

As part of the Settlement, the Parties stipulated to the filing of a First Amended Complaint in the Action that adds the claims originally in the PAGA Action to the Action. The First Amended Complaint, filed June 27, 2025 by Plaintiff, is the operative complaint in the Action (the “Operative Complaint”).

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Class Members any wages allegedly due at the time of their termination; that Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP

to serve as Class Counsel.

The Court has made no determination whether Defendant or Plaintiff are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Five Hundred Fifteen Thousand Dollars (\$515,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The Effective Date is the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments and all Individual PAGA Payments.

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

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$8,750, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt-outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$171,666.66, and an additional amount to reimburse actual litigation costs not to exceed

\$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$12,500 to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$15,000 relating to Plaintiff's claim under PAGA, \$11,250 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$3,750 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any pay period during which a Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (December 25, 2022 through _____).

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

Calculation of Payments to Class Members. After all payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least **\$282,083.34**. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

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

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

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged non-wages, expense reimbursement, interest and penalties (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("*Cy Pres* Recipient"). The Parties have proposed Bay Area Legal Aid as the *Cy Pres* Recipient and represent that they have no interest or relationship, financial or otherwise, with the intended *Cy Pres* Recipient.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. The Code sections alleged in the Operative Complaint that are included in the Release Class Claims are: Cal. Lab. Code, §§ 201-203, 226, 226.7, 233, 246, 510, 512, 1194, 1197, 1197.1, 2802 and Cal. Bus. & Prof. Code, § 17200. Except as expressly set forth in the Agreement, Participating Class Members do not release any

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

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Code sections alleged in the Operative Complaint that are included in the Release Class Claims are: Cal. Lab. Code, §§ 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), and the applicable Wage Order(s). The Released PAGA Claims do not include other PAGA claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, members, partners, employees, attorneys, insurers, parents, predecessors, successors, assigns, subsidiaries, affiliates, divisions, related entities, agents, benefit plans, and representatives.

5. How much will my payment be?

Defendant's records reflect that you worked <<_____>> Workweeks during the Class Period (February 23, 2020 through April 8, 2025).

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

[Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (December 25, 2022 through _____). Based on this information, your estimated Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. The address for the Administrator is

_____. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc., which can be contacted at _____ (800) _____.

The Court will hold a Final Approval Hearing on _____ at 1:30 p.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately one month after this hearing. If there are objections or appeals, resolving them can take time and could delay all payments, perhaps by more than a year. Please be patient.

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

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

To opt out, you must submit to the Administrator a request to opt-out postmarked no later than the Response Deadline, which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Mirza-Aliev v. 800 Moffett MV Manager* lawsuit. The request to opt-out should state the Class Member's full name. Please include the name and number of the case, which is *Mirza-Aliev v. 800 Moffett MV Manager*, Case No. 24CV431503. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (a) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (b) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Mirza-Aliev v. 800 Moffett MV Manager* or on the via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://portal.scscourt.org/>) and entering the Case No. 24CV431503.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Attorneys' Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Mirza-Aliev v. 800 Moffett MV Manager*, Case No. 24CV431503, and include your name. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. Although class members may appear in person, the judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class members who wish to appear remotely should contact Class Counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll free conference call number for Department 7.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

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

COUNSEL FOR DEFENDANT:

Dennis M. Brown
Susan T. Ye
Angela E. Meakin
LITTLER MENDELSON, P.C.
50 W. San Fernando Street, 7th Floor
San Jose, California 95113.2431

9. Can I attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 1:30 p.m. (Pacific Standard Time) on _____, in Department 7 of the Superior Court of California, County of Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, before Judge _____. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

Although class members may appear in person, the judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class Members who wish to appear remotely should contact Class Counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll-free conference call number for Department 7. Any Class Member who wishes to appear in person should check in at Court Services (1st floor, Downtown Superior Courthouse, 191 N. 1st St., San Jose) and wait for a sheriff's deputy to escort him or her to the courtroom for the hearing.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Mirza-Aliev v. 800 Moffett MV Manager*. In addition, hearing dates are posted on the Internet via the Case Information Portal page for the California Superior Court for the County of Santa Clara (<https://portal.scscourt.org/>) and entering the Case No. 24CV431503.

10. How can I get more information?

You may call the Administrator at _____ or write to *Mirza-Aliev v. 800 Moffett MV Manager* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Mirza-Aliev v. 800 Moffett MV Manager* where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://portal.scscourt.org/>) and entering the Case No. 24CV431503. If you wish to view the Court files in person, you should go to the Clerk's Office located at 191 North First Street, San Jose, CA 95113.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b). The Parties have proposed Bay Area Legal Aid as the *Cy Pres* Recipient.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

FERUZ MIRZA-ALIEV, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

800 MOFFETT MV MANAGER, LLC, a
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 24CV431503

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: January 15, 2026
Hearing Time: 1:30 p.m.

Judge: Hon. Charles F. Adams
Dept.: 7

Action Filed: February 23, 2024
Trial Date: Not set

1 This matter came before the Honorable Charles F. Adams of the Superior Court of the
2 State of California, in and for the County Santa Clara, on January 15, 2026r the motion by
3 Plaintiff Feruz Mirza-Aliev (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendant 800 Moffett MV Manager, LLC d/b/a The Ameswell Hotel (“Defendant”). The Court,
5 having considered the briefs, argument of counsel and all matters presented to the Court and good
6 cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action
7 Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in
11 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This
12 preliminary approval is based on the Court’s determination that the Settlement set forth in the
13 Agreement is within the range of possible final approval, pursuant to the provisions of section 382
14 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

17 3. The Gross Settlement Amount is Five Hundred Fifteen Thousand Dollars
18 (\$515,000). It appears to the Court on a preliminary basis that the settlement amount and terms
19 are fair, adequate and reasonable as to all potential Class Members when balanced against the
20 probable outcome of further litigation and the significant risks relating to certification, liability and
21 damages issues. It further appears that investigation and research have been conducted such that
22 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
23 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
24 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
25 It further appears that the Agreement has been reached as the result of serious and non-collusive,
26 arms-length negotiations.

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

6 6. The Agreement specifies an attorneys' fees award not to exceed one-third of the
7 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and a
8 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
9 \$12,500. The Court will not approve the amount of attorneys' fees and litigation expenses, nor the
10 amount of any service award, until the Final Approval Hearing. Plaintiff will be required to
11 present evidence supporting these requests, including lodestar, prior to final approval.

12 7. The Court recognizes that Plaintiff and Defendant stipulate and agree to
13 certification of a class for settlement purposes only. This stipulation will not be deemed
14 admissible in this or any other proceeding should this Settlement not become final. For settlement
15 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
16 previously were employed by and worked for Defendant, who were classified as non-exempt in
17 the State of California at any time during the Class Period." The Class Period is February 23,
18 2020 through April 8, 2025. The Class is estimated to consist of approximately ___putative
19 members.

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

1 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an
2 adequate representative of the Class.

3 9. The Court provisionally appoints Plaintiff as the representatives of the Class. The
4 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik
5 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

6 10. The Court hereby approves, as to form and content, the Court Approved Notice of
7 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), submitted
8 as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and
9 accurately inform the Class of all material elements of the proposed Settlement, of the Class
10 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
11 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
12 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
13 and this Order meets the requirements of due process, is the best notice practicable under the
14 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
15 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
16 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
17 Settlement Administrator will promptly search for a more current address for the Class Member
18 and re-mail the Class Notice Packet to the Class Member.

19 11. The Court hereby appoints ILYM Group, Inc. as Administrator for the Settlement.
20 No later than fifteen (15) calendar days after issuance of this Order, Defendant will provide to the
21 Administrator an electronic spreadsheet with the Class Data. This information will otherwise
22 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
23 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s express
24 written authorization or by order of the Court. The Administrator will perform address updates
25 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
26 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
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1 Data spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via
2 first-class U.S. Mail to their last known address.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion
4 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
5 from the Class as provided in the Class Notice by following the instructions set forth in the Class
6 Notice. All requests for exclusion must be sent to the Administrator and postmarked by no later
7 than the Response Deadline, which is sixty (60) calendar days after the Administrator initially
8 mails the Class Notice Packets to the Class Members. If the Class Notice Packet is re-mailed, this
9 Response Deadline will be extended an additional fourteen (14) calendar days. Any person who
10 chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the
11 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
12 thereon. Aggrieved Employees shall be sent their Individual PAGA Payment and will be subject to
13 the release of the Released PAGA Claims regardless of whether they opt-out of the Class. Class
14 Members who have not requested exclusion shall be bound by all determinations of the Court, the
15 Agreement, and the Judgment. A request for exclusion applies only to the individual submitting
16 the request for exclusion, and any attempt to effect an opt-out on behalf of any other individual or
17 individuals (including a group, class, or subclass of individuals) is not permitted and will be
18 deemed invalid.

19 13. Any Class Member who has not opted-out may appear at the Final Approval
20 Hearing and may object or express the Class Member's views regarding the Settlement, and may
21 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
22 heard and determined by the Court as provided in the Class Notice. Class Members will have
23 until the Response Deadline set forth in the Class Notice to submit their written objections to the
24 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
25 mailed, the Response Deadline will be extended an additional fourteen (14) calendar days.
26 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
27 objection.

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

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

25 16. In the event the Settlement does not become effective in accordance with the terms
26 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
27 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
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1 and the Parties shall revert to their respective positions as of before entering into the Agreement,
2 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
3 including all available defenses and affirmative defenses, and arguments that no claim in the
4 Action could be certified as a class action and/or managed as a representative action. In such an
5 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
6 referred to in litigation or otherwise for any purpose. Nothing in this paragraph is intended to alter
7 the terms of the Agreement with respect to the effect of the Agreement if it is not approved. The
8 Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates
9 provided for in the Agreement without further notice to Class Members and retains jurisdiction to
10 consider all further applications arising out of or connected with the proposed Settlement.

11 17. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
12 further orders of the Court at the Final Approval Hearing.

13 **IT IS SO ORDERED.**

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15 Dated: _____

HON. CHARLES F. ADAMS
JUDGE, SUPERIOR COURT OF CALIFORNIA

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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

FERUZ MIRZA-ALIEV, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

800 MOFFETT MV MANAGER, LLC, a
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 24CV431503

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

Hearing Date: _____
Hearing Time: 2:00 p.m.

Judge: Hon. Charles F. Adams
Dept.: 7

Action Filed: February 23, 2024
Trial Date: Not set

1 The motion of Plaintiff Feruz Mirza-Aliev (“Plaintiff”) for an order finally approving the
2 class action settlement of this action between Plaintiff and Defendant 800 Moffett MV Manager,
3 LLC d/b/a The Ameswell Hotel (“Defendant”), came on for hearing on _____ before
4 the Honorable Charles F. Adams.

5 Based on the pleadings submitted, the settlement is entitled to a presumption of fairness,
6 and no evidence having been presented to overcome the presumption, the motion for final
7 approval is granted.

8 With respect to the *cy pres* payment, a compliance hearing will be set on
9 _____. Prior to the compliance hearing, Plaintiff’s counsel is directed file a
10 report in compliance with California Code of Civil Procedure section 384.5 and California
11 Government Code section 68520, subdivision (a)(3), attaching as exhibits to the report the order
12 granting final approval of class action settlement and a copy of the executed Agreement. The
13 Court clerk will forward the Report and attachments to the Judicial Council pursuant to Code of
14 Civil Procedure section 384.5.

15 The fees and costs requested appear to be reasonable and, therefore, the motion for
16 attorney’s fees, and service award is granted.

17 The motion is GRANTED, as set forth below.

18 **I.**

19 **FINDINGS**

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

22 1. All terms used herein shall have the same meaning as defined in the Class Action
23 and PAGA Settlement Agreement (the “Agreement”).

24 2. This Court has jurisdiction over the subject matter of this litigation pending before
25 the California Superior Court for the County of Santa Clara, and over all Parties to this litigation,
26 including the Class.

1 3. Based on a review of the papers submitted by Plaintiff and a review of the
2 applicable law, the Court finds that the Gross Settlement Amount of is Five Hundred Fifteen
3 Thousand Dollars (\$515,000), and the terms set forth in the Agreement are fair, reasonable, and
4 adequate.

5 4. The Court further finds that the Settlement was the result of arm's length
6 negotiations conducted after Class Counsel had adequately investigated the claims and became
7 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
8 Settlement, the significant risks relating to certification, liability, and damages issues, and the
9 assistance of an experienced mediator in the settlement process, among other factors, support the
10 Court's conclusion that the Settlement is fair, reasonable, and adequate.

11 **Preliminary Approval of the Settlement**

12 5. On _____, the Court granted preliminary approval of the Agreement. At
13 this same time, the Court approved conditional certification of the Class for settlement purposes
14 only. The Court also approved the form and method of the Class Notice, appointed Plaintiff as the
15 Class Representative, appointed Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit
16 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class,
17 and appointed ILYM Group as the Administrator.

18 **Notice to the Class**

19 6. In compliance with the Preliminary Approval Order, the Class Notice Packet was
20 mailed by first class mail to members of the Class at their last known addresses on or about
21 _____. Mailing of the Class Notice to their last known addresses was the best notice
22 practicable under the circumstances and was reasonably calculated to communicate actual notice
23 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
24 Members fully and accurately informed the Class Members of all material elements of the
25 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
26 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
27 fully with the laws of the State of California, the United States Constitution, due process and other
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1 applicable law. The Class Notice fairly and adequately described the Settlement and provided
2 Class Members adequate instructions and a variety of means to obtain additional information.

3 7. The Response Deadline for opting out of the Class or submitting written objections
4 to the Settlement was _____, which Response Deadline was extended by 14 days in the
5 event of a re-mailing. There was an adequate interval between notice and the deadline to permit
6 Class Members to choose what to do and act on their decision. A full opportunity has been
7 afforded to the Class Members to participate in this hearing, and all Class Members and other
8 persons wishing to be heard have been heard. Class Members also have had a full and fair
9 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
10 Court determines that all Class Members who did not timely and properly submit a request for
11 exclusion in accordance with the Agreement are bound by the Settlement and this Final Approval
12 Order and Judgment.

13 **Fairness of Settlement**

14 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
15 (1996) 48 Cal.App.4th 1794, 1801.

16 a. The settlement was reached through arm's-length bargaining between the
17 Parties during an all-day mediation before Tagore Subramaniam, an experienced mediator of wage
18 and hour class actions. There has been no collusion between the Parties in reaching the proposed
19 settlement.

20 b. Plaintiff's investigation and discovery have been sufficient to allow the
21 Court and counsel to act intelligently.

22 c. Counsel for both Parties are experienced in similar employment class action
23 litigation. All counsel recommended approval of the Agreement.

24 d. [There were no objectors/the percentage of objectors and requests for
25 exclusion is small. ____ objections were received. ____ requests for exclusion were
26 received].

1 e. The participation rate was high. [insert #] Class Members will be mailed a
2 settlement payment, representing ___% of the overall class.

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

8 10. The Agreement is approved as fair, adequate, and reasonable and in the best
9 interest of the Class Members.

10 **Attorneys' Fees and Costs**

11 11. A Class Counsel Fees Payment award of \$_____, representing one-
12 third of the Gross Settlement Amount, and Class Counsel Litigation Expenses Payment award of
13 \$_____ are reasonable, in light of the contingent nature of Class Counsel's fee, the
14 hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award
15 has been supported by Class Counsel's lodestar and billing statement.

16 **Class Representative Service Payment**

17 12. The Agreement provides for a Class Representative Service Payment of not more
18 than \$12,500 to the Plaintiff, subject to the Court's approval. The Court finds that the Class
19 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light
20 of the risks and burdens undertaken by the Plaintiff in this litigation, for their time and effort in
21 bringing and prosecuting this matter on behalf of the Class, and for the execution of a general
22 release.

23 **Administration Expenses Payment**

24 13. The Administrator shall calculate and administer the payment to be made to the
25 Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
26 transmit the Class Representative Service Payment to the Plaintiff, distribute the PAGA Penalties,
27 issue any required tax reporting forms, calculate withholdings and perform the other remaining
28

1 duties set forth in the Agreement. The Administrator has documented \$ _____ for the
2 Administration Expenses Payment, and this amount is reasonable in light of the work performed
3 by the Administrator.

4 **PAGA Penalties**

5 14. The PAGA Penalties amount of \$15,000 is approved and shall be paid out of the
6 Gross Settlement Amount, 75% of which shall be allocated and paid to the LWDA and 25% of
7 which shall be distributed to the Aggrieved Employees as Individual PAGA Payments. The
8 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
9 Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay
10 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
11 result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved Employees are all non-
12 exempt employees who worked for Defendant in the State of California during the PAGA Period
13 (December 25, 2022 through _____). All Aggrieved Employees will be sent their
14 share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims as
15 set forth below, whether or not they opt out of the Class Settlement. The LWDA was provided
16 notice of the Agreement and these settlement terms and has indicated no objection thereto. The
17 Court finds this PAGA Penalties to be reasonable.

18 **II.**

19 **ORDERS**

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

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

23 All individuals who are or previously were employed by and worked for
24 Defendant, who were classified as non-exempt in the State of California at any time
during the Class Period (February 23, 2020 through April 8, 2025).

25 16. All persons who meet the foregoing definition are members of the Class, except
26 for those individuals who timely submitted a valid request for exclusion ("opt out") from the
27 Class. [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS].
28

1 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
2 best interest of the Class, and the Parties are ordered to proceed with the settlement in accordance
3 with the terms of the Agreement. Defendant shall fully fund the Gross Settlement Amount, and
4 also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
5 funds to the Administrator no later than fourteen (14) days after the Effective Date.

6 18. Class Counsel are awarded Class Counsel Fees Payment in the amount of \$ _____
7 _____ and Class Counsel Litigation Expenses Payment in the amount of \$ _____.
8 Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
9 Plaintiff or members of the Class.

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

12 20. The payment of \$ _____ to the Administrator as the Administration
13 Expenses Payment is approved.

14 21. The PAGA Penalties are approved and shall be allocated as set forth in
15 the Agreement.

16 22. A Participating Class Member must cash his or her Individual Class Payment check
17 within 180 days after the issuance of the checks. An Aggrieved Employee must cash his or her
18 Individual PAGA Payment check within 180 days after the issuance of the checks. If such checks
19 are not cashed within 120 days after the initial mailing of the checks, the Administrator will also
20 send the affected Participating Class Member and/or Aggrieved Employee a reminder notice
21 informing him or her that unless the check is cashed in the next 60 days, it will expire and become
22 non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the
23 check remains uncashed by the expiration of the 180 day period, the funds from such uncashed
24 checks shall be paid to Bay Area Legal Aid, a nonprofit organization or foundation which the
25 Court approves as consistent with California Code of Civil Procedure section 384, subdivision (b).

26 23. The Agreement and this Settlement are not an admission by Defendant, nor is this
27 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
28

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

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

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

26
27 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

1 26. The Court hereby enters final judgment in this case in accordance with the terms of
2 the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment.

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

5 28. Each Party shall bear its own attorneys' fees and costs, except as otherwise
6 provided in the Agreement and in this Final Approval Order and Judgment.

7 29. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
8 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
9 implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for
10 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
11 the distribution of settlement benefits.

12 30. The Parties are authorized to agree to and to adopt such amendments, modifications
13 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
14 Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members
15 under the Agreement, subject to Court approval.

16 31. As of the Effective Date and upon full finding of the Gross Settlement Amount by
17 Defendant, all Participating Class Members, on behalf of themselves and their respective former
18 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
19 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
20 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
21 Operative Complaint which occurred during the Class Period during employment in a non-exempt
22 position in California. The Code sections alleged in the Operative Complaint that are included in
23 the Release Class Claims are: California Labor Code sections 201-203, 226, 226.7, 233, 246, 510,
24 512, 1194, 1197, 1197.1, 2802 and California Business & Professions Code section 17200. Except
25 as expressly set forth in the Agreement, Participating Class Members do not release any other
26 claims, including claims for vested benefits, wrongful termination, violation of the Fair
27 Employment and Housing Act, unemployment insurance, disability, social security, workers'

1 compensation, or California class claims outside the Class Period. The “Released Parties” are
2 Defendant and each of its former and present directors, officers, shareholders, owners, members,
3 partners, employees, attorneys, insurers, parents, predecessors, successors, assigns, subsidiaries,
4 affiliates, divisions, related entities, agents, benefit plans, and representatives.

5 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
6 Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
7 themselves and their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
9 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
10 could have been alleged, based on the facts stated in the Operative Complaints and the PAGA
11 Notice, which occurred during the PAGA Period during employment in a non-exempt position in
12 California. The Code sections alleged in the Operative Complaint that are included in the Release
13 Class Claims are: California Labor Code sections 201, 202, 203, 204, *et seq.*, 210, 218, 221,
14 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
15 Code of Regulations, title 8, Section 11040, Subdivision 5(A)-(B), California Code of
16 Regulations, Title 8, Section 1 1070(14), and the applicable Wage Order(s). The Released PAGA
17 Claims do not include other PAGA claims, claims for vested benefits, wrongful termination,
18 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
19 security, worker’s compensation, and PAGA claims outside of the PAGA Period.

20 33. Plaintiff has generally released all claims as set forth in the Agreement.

21 34. Settlement checks will be null and void 180 days after issuance if not deposited or
22 cashed. Any checks uncashed and cancelled after the void date shall be distributed to the *cy pres*
23 recipient, Bay Area Legal Aid, pursuant to California Code Civil Procedure Section 384, and the
24 Participating Class Member shall remain bound by the Settlement.

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

1 over the interpretation, implementation, and enforcement of the Agreement and all orders entered
2 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

3 36. The Court sets a compliance hearing for _____, **2026 at 2:00 P.M.** in
4 Department 7. At least ten (10) court days before the hearing, class counsel and the settlement
5 administrator shall submit a summary accounting of the net settlement fund identifying
6 distributions made as ordered herein; the number and value of any uncashed checks; amounts
7 remitted pursuant to California Code of Civil Procedure section 384, subdivision (b); the status of
8 any unresolved issues; and any other matters appropriate to bring to the Court's attention.

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

10
11 Dated: _____

12 _____
13 HON. CHARLES F. ADAMS
14 JUDGE, SUPERIOR COURT OF CALIFORNIA
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Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 05/08/2026
Due On: 06/07/2026

Feruz Mirza-Aliev
1720 Villa St, Apt 172
Mountain View, CA 94041

CA3064

800 Moffett MV Manager LLC

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	08/15/2023	Review and analyze original intake notes. Legal research regarding related litigation. Review facts and law. Research Defendant's business operations in CA. Conference with Plaintiff.	2.90	\$850.00	\$2,465.00
NDB	08/19/2023	Review individual claims. Review emails and docs form Plaintiff. Legal research regarding recent court opinions and previous mediation briefs with similar claims.	2.90	\$850.00	\$2,465.00
NDB	08/30/2023	Review and analyze employment file for legal claims. Review all paystubs for wage and hour claims. Legal research regarding the same. Conference with Plaintiff to obtain background facts for complaint.	3.60	\$850.00	\$3,060.00
NDB	09/27/2023	Draft original complaint. Review and analyze claims.	2.50	\$850.00	\$2,125.00
NDB	10/07/2023	Review and analyze meal and rest break claims. Legal research. draft original complaint. Research venue issue.	3.10	\$850.00	\$2,635.00
NDB	10/12/2023	Review and revise complaint. Send to Plaintiff for approval to file. Discuss claims and process of lawsuit. Obtain approval of complaint.	1.00	\$850.00	\$850.00
NDB	10/14/2023	Review case file and complaint. Draft internal	2.00	\$850.00	\$1,700.00

		case notes memo detailing facts and specific violations.			
NDB	10/17/2023	Review and revise PAGA Notice. Discuss with Francis Carlota.	1.30	\$850.00	\$1,105.00
KN	02/17/2024	Review documents; review research and analysis from ND; analyze claims and facts; provide input for complaint	1.50	\$950.00	\$1,425.00
RE	02/20/2024	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	02/21/2024	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	02/22/2024	Review, edit & revise class action complaint; finalize draft for next day filing	2.75	\$675.00	\$1,856.25
RE	02/23/2024	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	02/23/2024	Review & finalize class action complaint package; file in SC Sup. Ct.	0.50	\$675.00	\$337.50
RE	02/23/2024	Review court returned docs re class action; review docket; memo to firm re judicial/department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
KN	02/24/2024	Review final complaint; review court notices; review memo from RE	0.50	\$950.00	\$475.00
RE	02/28/2024	Draft PAGA only complaint	3.75	\$675.00	\$2,531.25
RE	02/29/2024	Draft summons & civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50
RE	03/01/2024	Review & finalize PAGA only complaint package; file in Santa Clara Sup. Ct.	0.50	\$675.00	\$337.50
RE	03/01/2024	Review court returned docs re PAGA action; review docket; memo to firm re judicial/department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	03/01/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
KN	03/02/2024	Review final PAGA complaint; review court notices; review memo from RE	0.50	\$950.00	\$475.00
RE	04/14/2024	Review file; prep docs for service of process re class action; identify reg. agent; send out for service via knox	0.75	\$675.00	\$506.25
RE	04/16/2024	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
RE	04/21/2024	Review file; prep docs for service of process re PAGA action; identify reg. agent; send out for	0.75	\$675.00	\$506.25

service via Knox					
RE	04/24/2024	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
PM	07/08/2024	Review correspondence from Def; review complaint and case documents and legal and factual issues.	1.00	\$750.00	\$750.00
GG	07/12/2024	Finalize, file, serve Joint CMC Statement	0.60	\$250.00	\$150.00
CJ	07/12/2024	Analyze CMC Statement for filing	0.50	\$550.00	\$275.00
CJ	07/18/2024	Prepare for and appear at CMC, memorialize outcome to firm	1.50	\$550.00	\$825.00
GG	07/19/2024	Send Mediation confirmation email with captions.	0.20	\$250.00	\$50.00
KN	07/19/2024	Review status; review memo re CMC; review emails	0.30	\$950.00	\$285.00
AR	07/26/2024	Review and outline file and claims for onboarding in advance of drafting mediation data request.	1.20	\$550.00	\$660.00
AR	07/26/2024	Review and extract relevant documents; update exhibit book; outline wage statements.	1.00	\$550.00	\$550.00
AR	07/26/2024	Draft mediation data request; submit to AB for review; finalize and serve on opposing counsel.	1.20	\$550.00	\$660.00
ASC	07/26/2024	Receive and review mediation data requests from AR; modify and finalize; draft follow up correspondence regarding the same	0.30	\$250.00	\$75.00
GG	08/05/2024	Organize, and bates No. clients documents	0.30	\$250.00	\$75.00
SB	08/16/2024	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
AR	09/24/2024	Review file and dockets in Class and PAGA actions for status; draft stipulation and proposed order to stay the Class action pending mediation; submit to opposing counsel.	1.60	\$550.00	\$880.00
GG	09/25/2024	ROA Review to confirm upcoming CMC, and add detail to events email.	0.10	\$250.00	\$25.00
AR	09/26/2024	Draft follow up correspondence regarding stipulation and order in Class action.	0.20	\$550.00	\$110.00
AR	09/26/2024	Receive revisions to stip and order in Class action; draft further revisions; finalize for filing.	0.70	\$550.00	\$385.00
AR	09/26/2024	Draft stipulation and proposed order in PAGA action; submit to opposing counsel for review; receive and review revisions; finalize and submit for filing.	1.10	\$550.00	\$605.00
GG	09/26/2024	Finalize, update POS, file and serve stipulations	0.70	\$250.00	\$175.00

		to stay pending mediation in both Class and PAGA actions.			
KN	09/26/2024	Review draft stipulations for class and for PAGA cases	0.25	\$950.00	\$237.50
GG	09/27/2024	Add remote appearance information to list and email team with remote appearance information.	0.10	\$250.00	\$25.00
GG	09/30/2024	ROA review re status of stipulation to stay case.	0.10	\$250.00	\$25.00
AR	10/02/2024	Multiple correspondence regarding status; review docket and prepare for CMC.	0.70	\$550.00	\$385.00
AR	10/03/2024	Review docket for status; prepare for CMC in Class and PAGA actions; teleconference with clerk regarding appearance; draft and circulate summary.	1.20	\$550.00	\$660.00
GG	10/10/2024	ROA review re stipulation to stay case pending mediation, download filed copies, attempt to download order but unable to download.	0.30	\$250.00	\$75.00
CJ	12/16/2024	Evaluate status of mediation documents from OPC, review complaint and claims, correspond with OPC re documents needed	1.00	\$550.00	\$550.00
CJ	01/03/2025	Prepare for and conduct t/c with OPC	1.00	\$550.00	\$550.00
GG	01/13/2025	Reviewed email re sending spreadsheets to expert, uploaded to Box, emailed link to expert.	0.30	\$250.00	\$75.00
CJ	01/13/2025	Analyze Defendant's document production, sent to expert with class info for mediation, annotate in Chart	1.00	\$550.00	\$550.00
GG	01/15/2025	Reviewed correspondence from Def. re documents, downloaded, circulated and saved to file.	0.20	\$250.00	\$50.00
CJ	01/16/2025	Analyze Defendant's document production for mediation, confer with OPC, annotate	1.00	\$550.00	\$550.00
NDB	01/22/2025	Review and analyze case file and court docket. Review and analyze discovery and data produced to date. Review Defendant's wage and hour policy documents. Legal research. Prepare for mediation.	4.10	\$850.00	\$3,485.00
NDB	01/25/2025	Review and research Plaintiff's individual claims and damages. Review and research previous settlements with similar claims and workweeks for mediation valuation. Analyze case demographics and settlement authority. Review and research vacation pay and 204 late payment of wage claims.	2.70	\$850.00	\$2,295.00
NDB	01/27/2025	Review and revise mediation brief. Legal	2.90	\$850.00	\$2,465.00

		research.			
CJ	01/28/2025	Prepare for T/c with Plaintiff to prep for mediation	1.00	\$550.00	\$550.00
CJ	01/28/2025	T/c with Plaintiff to prep for mediation, annotate	1.00	\$550.00	\$550.00
CJ	01/30/2025	Continue evaluation of documents and pull exhibits for mediation brief	2.00	\$550.00	\$1,100.00
CJ	01/30/2025	Draft template and procedural section for brief	2.00	\$550.00	\$1,100.00
CJ	01/30/2025	Begin drafting fact section for brief	1.00	\$550.00	\$550.00
CJ	01/31/2025	Continue drafting mediation brief, finalize and sent to AJB	2.00	\$550.00	\$1,100.00
SB	02/01/2025	Speak with client in advance of mediation, analyze claims, and advise AJB	2.80	\$450.00	\$1,260.00
KN	02/01/2025	Review research and analysis from ND; review document production summaries from Team; review Exhibit book; review draft mediation brief; provide input on strategy for mediation	2.00	\$950.00	\$1,900.00
SB	02/03/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
AB	02/07/2025	Prep and appear for mediation.	5.00	\$895.00	\$4,475.00
SB	02/07/2025	Attend mediation	8.00	\$450.00	\$3,600.00
AR	02/12/2025	Receive and review MOU; draft follow up correspondence regarding the same.	0.50	\$550.00	\$275.00
GG	02/21/2025	Checked ROA re upcoming CMC and added information to events email.	0.10	\$250.00	\$25.00
KN	03/01/2025	Analysis of settlement issues; review draft MOU; provide input to AJ	1.00	\$950.00	\$950.00
AB	03/03/2025	Finalize / circulate MOU.	2.00	\$895.00	\$1,790.00
NDB	03/04/2025	Review and analyze mediators proposal and mediation notes. review and analyze MOU terms. Discuss MOU with team and Plaintiff to obtain signature.	1.00	\$850.00	\$850.00
AR	03/07/2025	Review and outline file for status; draft joint statement in Class action; submit to opposing counsel.	1.00	\$550.00	\$550.00
AR	03/07/2025	Review and outline file for status; draft joint statement in PAGA action; submit to opposing counsel.	0.80	\$550.00	\$440.00
GG	03/07/2025	Updated POS, finalized, filed, and served CMC statement in Class action.	0.50	\$250.00	\$125.00

GG	03/07/2025	Updated POS, finalized, filed, and served CMC statement in PAGA action.	0.50	\$250.00	\$125.00
GG	03/11/2025	Reviewed court notice rescheduling CMC	0.10	\$250.00	\$25.00
AR	03/11/2025	Receive and review order; review docket for status; draft follow up correspondence.	0.40	\$550.00	\$220.00
GG	03/13/2025	Reviewed notification re filed stamped documents, accessed link, downloaded and saved joint cmc statement.	0.10	\$250.00	\$25.00
GG	03/13/2025	Reviewed notification re filed stamped documents, accessed link, downloaded and saved joint cmc statement re Class action.	0.10	\$250.00	\$25.00
VR	03/25/2025	Draft: draft longform settlement agreement; review MOU; review complaints; review mediation brief	2.20	\$750.00	\$1,650.00
VR	03/26/2025	Draft: draft settlement agreement; review MOU; review complaints; review correspondence between parties	2.50	\$750.00	\$1,875.00
VR	03/27/2025	Review and Revise: review and revise amended complaint; review correspondence between parties; correspondence to Def	1.50	\$750.00	\$1,125.00
PM	04/07/2025	Review long form settlement agreement; correspond with Def. re long form settlement agreement status, review TPA bids.	1.00	\$750.00	\$750.00
KN	04/07/2025	Review draft Agreement; advise Team; review Admin bids	1.00	\$950.00	\$950.00
PM	04/21/2025	Review status of settlement agreement and advise VR re the same.	0.25	\$750.00	\$187.50
VR	05/05/2025	Receipt and Review of Correspondence: review correspondence between parties; review longform agreement and MOU; advise NBB	0.50	\$750.00	\$375.00
CJ	05/22/2025	Research status of case, correspond with Plaintiff	0.50	\$550.00	\$275.00
GG	06/06/2025	Reviewed case calendar and searched ROA to confirm upcoming CMC, updated events email, and circulated.	0.20	\$250.00	\$50.00
VR	06/06/2025	Review and Analyze: review court's orders and docket; review CMC statements; review correspondence between parties; advise PM	0.50	\$750.00	\$375.00
KN	06/09/2025	Review revisions to the Agreement; review memo from VR; analysis of issue; respond to VR about the issues raised and explain analysis.	1.00	\$950.00	\$950.00
VR	06/09/2025	Review and Revise: review and revise settlement agreement; correspondence to Def; advise PM	1.20	\$750.00	\$900.00

VR	06/10/2025	Correspondence with Opposing Counsel: review settlement agreement and MOU; review correspondence between parties; review FAC; correspondence to Def; advise PM	0.60	\$750.00	\$450.00
VR	06/14/2025	Correspondence with Opposing Counsel: Review draft FAC and stipulation; review emails regarding the same; check for compliance	0.50	\$750.00	\$375.00
GG	06/20/2025	Finalized, filed, and served stipulation for leave to file FAC. Saved to file and circulated confirmation, and added to cases to track.	0.50	\$250.00	\$125.00
GG	06/27/2025	Reviewed order re stip to file FAC, finalized FAC, and POS, filed, served, saved to file, and circulated confirmation email.	0.70	\$250.00	\$175.00
VR	07/15/2025	Receipt and Review of Correspondence: review correspondence between parties; review correspondence from plaintiff; review settlement agreement; advise KN	0.30	\$750.00	\$225.00
GG	07/15/2025	Reviewed email re motion for approval of class, called clerk, then drafted/sent email to clerk requesting dates.	0.30	\$250.00	\$75.00
KN	07/15/2025	Draft: Review Agreement; review issues from VR; advise VR	0.40	\$950.00	\$380.00
GG	07/18/2025	Updated POS, finalized, filed, and served CMC statement in PAGA action, saved to file, circulated confirmation.	0.50	\$250.00	\$125.00
GG	07/21/2025	Reviewed ROA and Calendar re upcoming CMC, updated events email, and circulated email.	0.10	\$250.00	\$25.00
AR	07/24/2025	Review file and docket for status in advance of CMC; retrieve and circulate order; update file.	0.40	\$550.00	\$220.00
VR	07/31/2025	Review and Revise: review and revise joint CMC statement; review correspondence between parties; correspondence to Def	0.70	\$750.00	\$525.00
GG	08/01/2025	Updated POS, finalized, filed, and served CMC statement. Circulated confirmation email.	0.60	\$250.00	\$150.00
GG	08/04/2025	Reviewed docket, checked calendar to confirm upcoming CMC, updated events email, and circulated remote app. information.	0.10	\$250.00	\$25.00
AR	08/05/2025	Review and outline file for status in advance of CMC; review docket and draft follow up correspondence.	0.60	\$550.00	\$330.00
GG	08/20/2025	Reviewed notice re filed FAC, downloaded, saved, uploaded to LWDA portal, circulated confirmation, and saved to file.	0.40	\$250.00	\$100.00

KN	11/12/2025	Draft exhibits for settlement agreement; research issue; email drafts to Defendant; memo to staff regarding cy pres; prepare approval chart	4.50	\$950.00	\$4,275.00
KN	12/03/2025	Review status; update approval outline; analysis of Kullar issues; review mediation materials; prep work for motion	2.00	\$950.00	\$1,900.00
KN	12/04/2025	Draft motion for preliminary approval; memo to Admin regarding declaration; email Defendant	4.00	\$950.00	\$3,800.00
CJ	12/04/2025	Evaluate settlement agreement, mediation brief, and MOU	1.00	\$550.00	\$550.00
CJ	12/04/2025	Review status of reps and discovery, draft declaration and sent to Plaintiff	1.00	\$550.00	\$550.00
KN	12/15/2025	Review Defendant revisions to Exhibits, revise exhibits for final; respond to Defendant regarding final issues	1.00	\$950.00	\$950.00
KN	12/16/2025	Draft declaration iSO motion for preliminary approval; research and analysis of issues; revise declaration per Def comments on motion; prepare exhibits; finalize Admin declaration.	3.00	\$950.00	\$2,850.00
KN	12/17/2025	Review and revise motion per Defendant's comments	1.00	\$950.00	\$950.00
KN	12/18/2025	Revise motion; finalize motion documents; file and serve motion; serve LWDA; memo to file	1.90	\$950.00	\$1,805.00
VR	01/09/2026	Review and Analyze: review correspondence between parties; draft joint CMC statement; review motion for preliminary approval; correspondence to Def	1.10	\$750.00	\$825.00
KN	01/14/2026	Review tentative ruling; analysis of issues; emails with Def	0.40	\$950.00	\$380.00
KN	01/15/2026	Review tentative ruling; revise class notice; review documents and prepare for hearing; court appearance	1.00	\$950.00	\$950.00
VR	01/15/2026	Review and Analyze: review tentative ruling re motion for preliminary approval; review court's orders and docket; review CMC statement; court appearance at CMC	1.10	\$750.00	\$825.00
KN	01/21/2026	Review Court order on MPA; memo to Admin with documents and instructions	0.50	\$950.00	\$475.00
KN	02/10/2026	Review Admin email; review spreadsheet; review timeline; review formatted class notice; doublecheck issues; respond to Admin	0.75	\$950.00	\$712.50
VR	02/12/2026	Review and Analyze: review court's orders and docket; review correspondence between parties;	0.60	\$750.00	\$450.00

review CMC statement					
KN	02/16/2026	Review Admin email; review revised estimate and revised timeline; review spreadsheet with calculations; respond	0.60	\$950.00	\$570.00
CJ	02/19/2026	Evaluate case posture and CMC deadlines and status of mediation, review orders ensure CMC is off	0.50	\$550.00	\$275.00
KN	03/18/2026	Review formatted class notice; review revised spreadsheet; review revised timeline; respond to Admin	0.50	\$950.00	\$475.00
KN	04/15/2026	Review Admin email; review Admin weekly report	0.20	\$950.00	\$190.00
PM	04/28/2026	Review preliminary approval motion and preliminary approval order; draft final approval motion and notice of motion.	3.50	\$750.00	\$2,625.00
KN	04/29/2026	Analysis of report vs. spreadsheet; email Admin; receive Admin responses and analyze; respond further to Admin	0.30	\$950.00	\$285.00
KN	05/01/2026	Review and revise draft motion for final approval; memo to staff; research issue and review docket; email Defendant	2.00	\$950.00	\$1,900.00
KN	05/04/2026	Review status; email Admin; revise and redline proposed order; email Defendant	0.75	\$950.00	\$712.50
KN	05/05/2026	Review Admin email; review Admin weekly report	0.20	\$950.00	\$190.00
KN	05/07/2026	Review status; emails with PM; email to Def	0.30	\$950.00	\$285.00
PM	05/07/2026	Draft and review declaration of NBB in support of final approval motion.	1.50	\$750.00	\$1,125.00
KN	05/07/2026	Work on issues with Motion; emails with staff	0.50	\$950.00	\$475.00
KN	05/08/2026	Review and revise declaration ISO motion; review billing for accuracy; correct issues; finalize exhibits	1.60	\$950.00	\$1,520.00
KN	05/08/2026	Review and revise motion per Def comments; emails with Def; finalize memorandum and notice; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50
Quantity Subtotal				165.95	
Services Subtotal				\$119,982.50	

Expenses

Type	Date	Notes	Quantity	Rate	Total
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Expense	10/18/2023	PAGA filing fee	1.00	\$75.00	\$75.00
Expense	02/23/2024	Onelegal/court fees	1.00	\$1,498.69	\$1,498.69
Expense	03/01/2024	Onelegal/court fees	1.00	\$1,498.69	\$1,498.69
Expense	04/15/2024	KNOX Messenger and Filing Service	1.00	\$124.55	\$124.55
Expense	04/24/2024	KNOX Messenger and Filing Service	1.00	\$118.95	\$118.95
Expense	04/24/2024	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	04/24/2024	Onelegal/Court Fees	1.00	\$21.28	\$21.28
Expense	05/01/2024	KNOX Filing and Messenger Service	1.00	\$124.55	\$124.55
Expense	05/01/2024	KNOX Filing and Messenger Service	1.00	\$118.95	\$118.95
Expense	07/25/2024	Mediation Fee - Momentum ADR/Tagore Subramaniam.	1.00	\$8,500.00	\$8,500.00
Expense	10/02/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$43.11	\$43.11
Expense	02/20/2025	Expert Fees - Berger Consulting	1.00	\$6,480.00	\$6,480.00
Expense	03/07/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$24.99	\$24.99
Expense	07/18/2025	One Legal/Court Fees	1.00	\$25.75	\$25.75
Expense	12/18/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	12/18/2025	One legal filing charge	1.00	\$91.83	\$91.83
Expense	05/08/2026	One legal filing charge - motion filing fee	1.00	\$91.83	\$91.83
Expenses Subtotal				\$18,977.41	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	7.0	\$895.00	\$6,265.00
Scott Blumenthal	16.2	\$450.00	\$7,290.00
Nicholas De Blouw	30.0	\$850.00	\$25,500.00
Ricardo Ehmann	15.4	\$675.00	\$10,395.00
Charlotte James	18.0	\$550.00	\$9,900.00
Piya Mukherjee	7.25	\$750.00	\$5,437.50
Kyle Nordrehaug	38.2	\$950.00	\$36,290.00
Victoria Rivapalacio	13.3	\$750.00	\$9,975.00
Andrew Ronan	12.6	\$550.00	\$6,930.00
Adolfo Sanchez Contreras	0.3	\$250.00	\$75.00

Gerardo Galaviz	7.7	\$250.00	\$1,925.00
Quantity Total			165.95
Subtotal			\$138,959.91
Total			\$138,959.91

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	06/07/2026	\$138,959.91	\$0.00	\$138,959.91
Outstanding Balance				\$138,959.91
Total Amount Outstanding				\$138,959.91

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

Please pay within 30 days.

LAFFEY MATRIX

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

6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

FERUZ MIRZA-ALIEV, an individual, on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

800 MOFFETT MV MANAGER, LLC, a limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 24CV431503

**DECLARATION OF FERUZ MIRZA-
ALIEV IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: January 15, 2026

Hearing Time: 1:30 p.m.

Judge: Hon. Charles F. Adams

Dept.: 7

Action Filed: February 23, 2024

Trial Date: Not set

1 I, Feruz Mirza-Aliev, declare as follows:

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

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

9 3. During the class period I worked as a Busser for the Defendant 800 Moffett MV
10 Manager, LLC ("800 Moffett" or "Defendant") in California and during that time period I was
11 classified by 800 Moffett as a non-exempt employee.
12

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

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I often did not receive compliant meal and rest breaks which were late, interrupted or missed
24 entirely. I also did not receive all the meal and rest break premiums I was entitled to and when I
25 did receive premium payments, they were often an incorrect amount. Additionally, I was
26 required to use my personal cellular phone for company business without reimbursement by
27

1 Defendant. I was also required to work off the clock at times, after hours for example, but I was
2 not paid any wages for this time I worked for the company.

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

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

19 8. I understood that being a plaintiff/class representative in this case meant that I was
20 seeking damages not only for myself but also other current and/or former non-exempt employees
21 working for 800 Moffett in California who make up the class. I felt that these individuals were
22 not aware of their labor law rights and even if they were they would probably be apprehensive
23 about speaking up or even simply because of the time, effort and risk involved in filing a class
24 action lawsuit.
25

26 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
27

1 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
2 or part of the attorney fees and costs paid by 800 Moffett to defend this lawsuit. Also, I knew
3 there was a risk that future employers, if they ever find out about this lawsuit, could hold it
4 against me or downgrade me as a potential hire. As the only named Plaintiff in this case it would
5 not be difficult for a future employer to become aware that I sued my employer for labor law
6 violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and
7 the rights of others regardless of the risks, time and effort I spent on this case.
8

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

13 11. A mediation took place on February 7, 2025, with Tagore Subramaniam, a well-respected
14 and experienced mediator of wage and hour class actions. After the mediation the parties were
15 able to reach an agreement to settle the action. I communicated with my attorneys regarding the
16 terms of the settlement which was reached between the parties and understood that I was
17 representing absent class members and therefore wanted the best possible result to be obtained
18 for the class members and I believe a very positive result was in fact achieved via settlement. I
19 reviewed and signed the Memorandum of Understanding on March 3, 2025 and when the final
20 settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on
21 July 14, 2025.
22

23 12. I have been actively involved with this lawsuit performing the duties described above.
24 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
25 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
26 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
27

1 up until this point. I believe I have been diligent and have done what is expected of a named
2 plaintiff and a proposed class representative to date and will continue to do so. I have and always
3 will maintain the best interests of the class members.

4
5 13. My attorneys explained to me that the settlement process involves a two-step review by
6 the Court to determine whether the settlement is fair before approving the settlement. I know
7 this process also involves notifying all class members of the settlement terms and of their rights
8 to make a claim for their settlement share, to opt out of the settlement or to object to the
9 settlement.

10 14. I believe I did the right thing by filing this case on behalf of the class members who,
11 subject to court approval, are in line to receive monetary payments as a result of this case and
12 settlement. This is money they may never have ever gotten if I did not pursue this action on their
13 behalf. I feel significant personal satisfaction to know that I played a role in the class members
14 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
15 the requested Class Representative Service Payment of \$12,500 from the settlement is fair
16 compensation for the work I performed and the risks I undertook.

17
18 15. As part of the settlement it was necessary for me to sign a general release of all claims I
19 may have against 800 Moffett. I believe the Class Representative Service Payment I have
20 requested provides me with some compensation for this agreed release.

21
22 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
23 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
24 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
25 general release and in light of the size of the settlement, I believe the request for \$12,500 as a
26 Class Representative service payment is fair and reasonable.

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

3 Executed on 12/05/2025, at Mountain View, CA
4 (city, state)

5
6 feruztiger1998

feruztiger1998 (Fri, 5, 2025 08:42:18 PST)

Feruz Mirza-Aliev