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8 *(Additional Counsel listed on next page)*

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10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN BERNARDINO
13 UNLIMITED JURISDICTION

14 ADAN ORTIZ, on behalf of himself and all
15 other current and former non-exempt employees,

16 *Plaintiff,*

17 v.

18 KIMCO STAFFING SERVICES, INC., a
19 California corporation; and DOES 1
20 through 50, inclusive,

21 *Defendant.*

Case No. CIVSB2402387

*Assigned for all purposes to the
Honorable Stephanie Tanada, Dept. S33*

**DECLARATION OF SHAUN SETAREH IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
CERTIFICATION OF SETTLEMENT CLASS**

Date: September 30, 2026
Time: 8:30 a.m.
Place: Department S33

Complaint Filed: January 8, 2024

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1. I am an attorney in good standing duly admitted to the State Bar of California, an

of record for Plaintiff Adan Ortiz in this action against Defendant Kimco Staffing Services,

Defendant” or “Kimco”). This declaration is made in support of Plaintiffs’ Motion for

inary Approval of the Class Action Settlement. A true and correct copy of the Class Action

AGA Settlement Agreement (“Settlement Agreement” or “Settlement”) is attached hereto as

Exhibit 1. A true and correct copy of the Class Notice is attached hereto as **Exhibit 2.**

Experience of Class Counsel

4. Setareh Law Group and I, as its principal attorney, are well-experienced class action attorneys. I, along with the attorneys assigned to this case, Thomas Segal and Farrah Grant, have considerable experience in class action and PAGA litigation. I, and the attorneys at Setareh Law Group, have been involved as lead class counsel, co-lead class counsel, and other levels of involvement in over 150 wage-and-hour, consumer, and antitrust class action cases. Because of this, Setareh Law Group has more than 250 Westlaw citable opinions, including the following noteworthy appellate decisions:

a. *Troester v. Starbucks Corporation, et al.*, 5 Cal.5th 829 (2018) (reversed summary judgment in favor of Defendants, issuing a landmark published decision that clarified and rejected the application of the widely adopted federal *de minimis* doctrine to California’s wage-and-hour laws). Due to the significance and importance of this seminal victory before the California Supreme Court, I received the California Lawyer of the Year or “CLAY” award from the Daily Journal for my work on the case.

- b. *Allen v. Labor Ready Southwest, Inc.* (Cal. App. 2 Dist., 2013) 2013 WL 1910293 (reversing an Order from the Superior Court of Los Angeles County compelling Plaintiff's claims to arbitration, finding that Defendant waived the right to compel arbitration by litigating the merits of Plaintiff's arbitrable federal and state claims).
- c. *Lacour v. Marshalls of CA, LLC, et al.* (Cal. App. 1 Dist., 2023) 2023 WL 5543622 (reversing an Order from the Superior Court of Alameda County granting judgment on the pleadings, holding that the trial court erred in giving claim preclusive effect to a federal court judgment in a prior PAGA case against the same defendant.)

Below is a sampling of recent Ninth Circuit appeals in which Setareh Law Group prevailed:

Ninth Circuit Decisions

- d. *Allen v. Bedolla*, 787 F.3d 1218 (9th Cir. 2015) (affirming the district court's Order denying objector's motion to intervene and remanding to the district court where settlement was granted final approval. Final approval was upheld on a subsequent appeal in the 9th Cir. [see *Bedolla v. Allen*, 736 Fed.Appx. 614 (9th Cir. 2018)]).
- e. *Troester v. Starbucks Corp.*, 738 Fed. Appx. 562 (9th Cir. 2018) (Ninth Circuit opinion following the California Supreme Court answering the Ninth Circuit's certified question).
- f. *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. 2019) (vacated district court's summary judgment in favor of Defendants and remanded for further proceedings, holding that Defendants' Fair Credit Reporting Act disclosure form lacked sufficient clarity in a published opinion).
- g. *Rodriguez v. U.S. Healthworks*, 813 Fed.Appx. 315 (9th Cir. 2020) (reversed district court's summary judgement in favor of Defendants with instructions to remand the action to state court).
- h. *Harris v. KM Industrial, Inc.*, 980 F.3d 694 (9th Cir. November 13, 2020) (affirmed the district court's granting of Plaintiff's motion to remand, holding in a published opinion that Defendants had failed to establish by a preponderance of the evidence that the amount in controversy exceeded \$5 million as required under the Class Action Fairness

Act for removal).

- i. *Ahlstrom v. DHI Mortg. Co., Ltd., L.P.*, 21 F.4th 631 (9th Cir. 2021) (reversed the district court’s ruling compelling claims to arbitration, holding that parties cannot delegate issues of formation of an arbitration agreement to the arbitrator for determination).
- j. *Ortiz v. Randstad Inhouse Services, LLC et al.*, 2024 WL 1070823 (9th Cir. March 12, 2024), (affirmed the District Court’s order denying Defendants’ Motion to Compel Arbitration in a wage and hour class action, holding that warehouse workers are covered by the Federal Arbitration Act’s transportation worker exception).

Class Counsel Appointments. The following is a sampling of class actions in which the Setareh Law Group and I have been appointed as class counsel:

Federal Cases

- k. *Cerdenia v. USA Truck, Inc.*, U.S. District Court, Central District of California, Case No. 10-CV-1489-JVS (granted final approval in an action on behalf of truck drivers for meal and rest period violations, off-the-clock pre- and post-shift work, and unauthorized wage deductions).
- l. *Fronza v. Staffmark*, U.S. District Court, Northern District of California, Case No. 15-CV-02315-MEJ (granted final approval in a case involving alleged uncompensated security checks for warehouse workers).
- m. *Garcia v. Am. Gen. Fin. Mgmt. Corp.*, U.S. District Court, Central District of California, Case No. 09-CV-1916 (granted final approval in a case filed on behalf of account managers in case involving, among other things, alleged overtime miscalculations and meal and rest period violations).
- n. *Jones v. Shred-It USA, Inc.*, U.S. District Court, Central District of California, Case No. 11-CV-00526 (granted final approval in a case brought on behalf of customer service representatives and balers for alleged off-the-clock work and meal and rest period violations).
- o. *O’Neill v. Genesis Logistics, Inc.*, U.S. District Court, Northern District of California,

Case No. 08-CV-4707 (granted final approval in a case involving claims for failure to provide meal periods to employees who worked as drivers delivering goods to 7-11 stores throughout California and failure to pay final wages in a timely manner to terminated employees).

- p. *Padilla v. UPS*, U.S. District Court, Central District of California, Case No. 08-CV-1590 (granted final approval in a case involving claims for failure to provide meal periods to part time employees engaged in sort operations and failure to pay final wages in a timely manner to terminated employees).
- q. *Pitre v. Wal-Mart Stores, Inc.*, U.S. District Court, Central District of California, Case No. 17-cv-01281-DOC (granting class certification in a highly contested Action against Wal-Mart for a class of almost 5,000,000 in a Fair Credit Reporting Act action).
- r. *Utne v. Home Depot U.S.A., Inc.*, U.S. District Court, Northern District of California, Case No. 16-cv-01854-RS (granting class certification in a highly contested Action against Home Depot in connection with uncompensated off-the-clock work occurring at the start of all employee shifts and at the end of closing shifts).
- s. *Vang v. Burlington Coat Factory Warehouse Corp.*, U.S. District Court, Central District of California Case No. 09-CV-8061 (granted final approval in a case involving, among other things, vacation pay forfeitures, failures to provide meal and rest periods, and failures to pay overtime wages based on employee misclassification).
- t. *Wilson v. TE Connectivity*, Northern District of California Case No. 3:14-cv-04872-EDL (granted class certification through contested motion in case on behalf of manufacturing facility employees subject to auto-deduction of meal breaks).

State Cases

- u. *Alvarez v. Gary Grace Enterprises, LP*, Marin Superior Court, Case No. CIV 1002553 (granted final approval in a case on behalf of hair salon employees for overtime miscalculation and related claims).
- v. *Butler v. Lexxiom, Inc.*, San Bernardino Superior Court, Case No. CIVRS 1001579 (granted final approval in an action on behalf of debt resolution center employees

- 1 alleging, among other things, meal and rest period violations and overtime calculation
2 errors).
- 3 w. *Calderon v. GreatCall, Inc.*, San Diego Superior Court, Case No. 37-2010- 00093743-
4 CU-OE-CTL (granted final approval in a case on behalf of customer service employees
5 for, among other things, alleged meal and rest period violations and overtime
6 calculation errors).
- 7 x. *Douglas v. California Credit Union*, Los Angeles Superior Court, Case No. BC445050
8 (granted final approval in a case on behalf of customer service representatives alleging
9 overtime miscalculation claims).
- 10 y. *Green v. Staples Contract and Commercial, Inc.*, Los Angeles Superior Court, Case
11 No. BC389789 (granted final approval in a case involving claims for unprovided meal
12 and rest periods, inaccurate wage statements, waiting time penalties, and unfair
13 business practices on behalf of truck drivers delivering Staples office supplies in
14 California).
- 15 z. *Green v. Universal Music Group*, Los Angeles Superior Court, Case No. BC374253
16 (granted final approval in a case involving misclassification claims of current or former
17 IT Support employees, including engineers, server analysts, desktop support, and
18 technical leads).
- 19 aa. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No. BC431249
20 (granted class certification through contested motion in case on behalf of former
21 pharmacy employees based on late final wage payments in violation of Labor Code §§
22 201–203; subsequently granted final approval of class action settlement).
- 23 bb. *Spokes v. Lush Cosmetics, LLC*, Los Angeles Superior Court, Case No. BC391397
24 (granted final approval in a case alleging failures to provide meal and rest periods and
25 failure to timely pay all final wages to California sales associates and key holders).
- 26 cc. *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case No. BC421485
27 (granted class certification through contested motion in case on behalf of former
28 security workers based on late final wage payments in violation of Labor Code §§ 201–

203; subsequently granted preliminary approval of proposed class action settlement).

5. I am the owner and managing attorney of Setareh Law Group. All strategic decisions regarding the selection of clients to represent and the major strategic decisions for each client fall to me to make or approve. I bear all of the risk associated with the operation of a law firm. As a result, my scope of responsibility is substantially greater than an attorney of equal years of experience who does not bear these additional obligations.

6. As the above shows, the Setareh Law Group and I have substantial experience in wage-and-hour class action litigation, including actions alleging failure to provide meal and/or rest periods, failure to pay wages, failure to provide accurate wage statements, failure to provide timely final wage payments, and other related claims. We are knowledgeable about the applicable law and have worked diligently to investigate and identify the potential claims in this action. I will continue to commit my firm's resources to further the interests of the Class. Setareh Law Group and I have no known conflicts of interest with Plaintiff or with absent Class Members or aggrieved employees.

Procedural Background

7. On September 13, 2023, Plaintiff Maura Ramirez filed a PAGA complaint in San Bernardino County Superior Court, Case No. CIVSB2322451.

8. On October 10, 2023, Plaintiff Aubrey Bell filed a putative class action complaint in Los Angeles County Superior Court, Case No. 23STCV24661, alleging violations including failure to provide meal periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198) and rest periods (Lab. Code §§ 204, 223, 226.7 and 1198), failure to pay hourly and overtime wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198), failure to provide accurate written wages statements (Lab. Code §§ 226(a)), failure to timely pay all final wages (Lab. Code §§ 201, 202 and 203), failure to pay wages due, negotiable, and payable in cash on demand (Lab. Code. §§ 212 and 213), and unfair competition (Bus. & Prof. Code §§ 17200 et seq.). Plaintiff Bell filed a First Amended Complaint on December 14, 2023, adding a claim for civil penalties under PAGA (Lab. Code §§ 2698 et seq.).

9. On January 8, 2024, Plaintiff Adan Ortiz ("Ortiz") filed a putative class action complaint in San Bernardino County Superior Court, Case No. CIVSB2402387, alleging violations including failure to provide meal periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198) and rest periods (Lab.

Code §§ 204, 223, 226.7 and 1198), failure to pay hourly wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198), and failure to timely pay all final wages (Lab. Code §§ 201, 202 and 203). On January 3, 2024, pursuant to Labor Code section 2699.3, subd. (a), Ortiz gave written notice to Defendant and the LWDA of his intent to pursue a claim for civil penalties pursuant to PAGA for the same alleged violations of the California Labor Code. The LWDA did not indicate after receiving the notice that it intended to investigate the allegations. On September 26, 2024, Ortiz filed a First Amended Complaint (“FAC”) adding a claim for civil penalties under PAGA (Lab. Code §§ 2698 et seq.).

10. On July 30, 2026, Ortiz filed the stipulation to file the operative Second Amended Complaint (“SAC”), adding Aubrey Bell and Maura Ramirez as named plaintiffs to the action and to include all claims plead in the San Bernardino County Superior Court Case, Case Nos. CIVSB2402387 and CIVSB2322451 and Los Angeles County Superior Court, Case No. 23STCV24661.

11. The Class Period (January 8, 2020 through September 29, 2025) reflects the four-year reach-back available under Plaintiffs' Unfair Competition Law claim, measured from Ortiz's January 8, 2024 filing date. The PAGA Period (July 5, 2022 through September 29, 2025) reflects the one-year PAGA limitations period, measured from Ramirez's July 5, 2023 PAGA notice letter to the LWDA and Defendant.

12. In addition to the instant Action, and the Bell and Ramirez Actions, I am aware of the following related actions pending against Kimco:

- a. *Rosa Manriquez-Gonzalez v. Kimco Staffing Services, Inc.*, Los Angeles County Superior Court, Case Nos. 24STCV04242 (class claims) and 24STCV10590 (PAGA claims). Defense counsel in the instant Action represents Kimco in these Actions as well.
- b. *Daniel Villa v. Kimco Staffing Services, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2534449. Defense counsel in the instant Action represents Kimco in this Action as well.

- 1 c. *Velasquez v. Kimco Staffing Services, Inc., et al.*, San Bernardino County
2 Superior Court, Case No. CIVSB2106091. Defendant is represented by different
3 counsel in the Velasquez action than in the instant Action.
4
5 d. *Slavsky v. Cambro Manufacturing Co.; Kimco Staffing Services, Inc.*, Orange
6 County Superior Court, Case No. 30-2025-01500568-CU-OE-CXC. Defendant is
7 represented by different counsel in the Slavsky action than in the instant Action.

8 13. To the extent any other action is currently pending against Defendant, this Settlement
9 will have no effect on that action except to the degree the individuals involved fall within the
10 defined Class Period (January 8, 2020 through September 29, 2025) or PAGA Period (July 5, 2022
11 through September 29, 2025) and assert claims arising from the same factual predicates alleged in
12 the Actions. The release contemplated by the Settlement Agreement is expressly limited in scope:
13 it extends only to claims that were pled, or could have been pled, based on, arising out of, or
14 reasonably related to the facts alleged in the Actions, and by its own terms is not intended to
15 extend to claims unrelated to those factual predicates. (Settlement §§ 13.1–13.2.) Accordingly, any
16 individual who is a party to a separate pending action against Defendant will be affected by this
17 Settlement only if and to the extent that individual (i) falls within the Class Period or PAGA Period
18 defined above, and (ii) is asserting the type of wage-and-hour or PAGA claims released here; any
19 claims outside that scope — including claims arising from different time periods, different
20 worksites, or different factual allegations — are unaffected by this Settlement and may proceed
21 independently in their current forum.
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24 14. Defendant is a California-based staffing agency that, at all relevant times, employed
25 and/or jointly employed non-exempt workers throughout California, assigning them to perform work at
26 client worksites in industries including industrial, warehouse, accounting, and office/clerical operations.
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15. Defendant denies all of Plaintiffs' allegations and contends they have fully complied with all applicable laws and regulations in connection with their employment of Plaintiffs and the employees they seek to represent. Defendant further contends that Plaintiffs cannot establish the requirements to certify a class.

Investigation Into the Claims; Settlement

16. The Parties engaged in limited formal discovery prior to resolving the Action. Specifically, Plaintiff Ortiz propounded requests for admission, requests for production, and special interrogatories to Defendant.

17. During the pendency of Plaintiffs' cases and after the Parties had engaged in Law and Motion practice, the Parties agreed to attend mediation to attempt to resolve the action entirely and further agreed to exchange extensive information in informal discovery concerning Plaintiff's claims in advance and in preparation thereof.

18. Defendant provided, among other information, personnel files, a sampling of time and payroll data, Defendant's handbook and written policies, practices, and procedures regarding paying non-exempt employees for all hours worked, meal period and overtime policies, payroll, timekeeping, and operational policies, including policies and agreements signed and acknowledged. Defendant also produced demographics relating to putative class members and the PAGA Group. Plaintiff hired an expert to review and analyze the produced data with respect to potential damages and penalties in preparation for the mediation and prepared a confidential mediation brief.

19. Defendant provided data regarding the estimated number of allegedly aggrieved employees and total pay periods worked during the PAGA period.

20. The Parties also analyzed sample timekeeping data regarding meal period timing, allegedly missed or short meal periods, and potential derivative claims. Plaintiff's counsel prepared a damages and exposure analysis based upon the available records and alleged Labor Code violations.

21. The Parties therefore possessed sufficient information to evaluate the strengths and weaknesses of the claims and defenses and to engage in informed settlement negotiations.

22. Plaintiffs' counsel additionally analyzed representative timekeeping data reflecting

1 allegedly late, short, and missed meal periods during the relevant period, and potential derivative claims.
2 Plaintiff's counsel reviewed data concerning shifts exceeding three and a half hours, shifts exceeding six
3 hours, shifts exceeding ten hours, and shifts exceeding twelve hours, as well as allegedly noncompliant
4 meal periods and premium payments reflected in Defendant's records.

5 23. Plaintiffs' counsel also evaluated the strengths and weaknesses of Plaintiffs'
6 derivative claims for wage statement penalties and waiting time penalties. Plaintiffs' analysis
7 considered potential defenses concerning individualized issues, timekeeping accuracy, and the
8 availability of representative proof.

9 24. The investigation and analysis conducted by Plaintiffs and Class Counsel provided a
10 meaningful basis upon which to evaluate the fairness and adequacy of the proposed settlement.

11 25. During mediation, the Parties engaged in extensive arm's-length negotiations
12 regarding the strengths and weaknesses of the claims and defenses, the risks associated with
13 continued litigation, and the uncertainties surrounding representative proof and recoverable PAGA
14 penalties. Although the Parties did not immediately finalize all settlement terms at mediation,
15 negotiations continued thereafter through multiple rounds of discussions and revisions to the long-
16 form settlement agreement.

17 26. The Parties engaged in an extensive informal exchange of data about the PAGA Group.
18 Defendant informally produced data pertaining to time and pay records for the Class and PAGA Group
19 as well as the applicable employment policies in effect during the PAGA Period.

20 27. On September 29, 2025, the Parties participated in an all-day mediation presided over by
21 before experienced wage-and-hour mediator Jill Sperber.

22 28. From the data and other documents obtained from Defendant pertaining to the Class and
23 Defendant's policies, Plaintiff Ortiz's expert was able to analyze the produced data with respect to
24 potential damages and penalties in preparation for the mediation, and Plaintiffs were able to thoroughly
25 assess the merits of each claim.

26 29. During the mediation each side, represented by its respective counsel, recognized the
27 substantial risk of an adverse result in the Actions. The Parties subsequently agreed to avoid further
28 litigation and to settle and resolve all claims alleged against Defendant to the fullest extent

1 permitted by law and without any admission of liability or wrongdoing by Defendant. The Parties
2 have not engaged in any collusion or improper negotiations. The Parties do not have any
3 agreements regarding the proposed Settlement that is not reflected in the Settlement Agreement.
4 The Settlement Agreement provides for a separate written agreement to define the terms of the
5 Separate Ortiz Payment, in the amount of \$20,000.00 to be paid from the Gross Settlement Amount
6 (“GSA”) to Plaintiff Ortiz in exchange for the release of additional claims outside the Actions.
7 Because the Separate Ortiz Payment is consideration for a distinct, individual retaliation claim that
8 is not asserted on behalf of the class and does not diminish the Class Settlement Fund otherwise
9 available to Class Members on a pro rata basis, it does not create a conflict of interest between Ortiz
10 and the class, and the existence and terms of this separate agreement have been fully disclosed to
11 the Court as required.

12 30. Following the full-day’s mediation with Ms. Sperber, and subsequent further
13 negotiations over calls and emails in the months following mediation, the Parties ultimately agreed
14 to Memorandum of Understanding in March 2026. Ultimately, on July 29 2026, the Parties executed
15 the Settlement Agreement.

16 ***The Settlement Meets All the Criteria for Approval***

17 31. Plaintiffs and Class Counsel have diligently investigated the claims of the members of
18 the settlement class. Plaintiffs and Class Counsel concluded, after taking into account the disputed
19 factual and legal issues involved in this Action, the substantial risks attending further prosecution,
20 including risks related to the outcome of certification and possible summary judgment efforts, and the
21 substantial benefits to be received pursuant to the compromise and settlement of the Action as set forth
22 in the Settlement, that settlement on the terms agreed to are in the best interest of Plaintiffs and the
23 putative class and are fair and reasonable. Plaintiffs’ counsel brought to bear a great deal of experience
24 with class actions in negotiating the settlement of this case.

25 32. One fundamental purpose of the class action device is to promote efficiency. Resolution
26 at this time will forestall the need for additional expensive and time-consuming litigation that could
27 very well result in an outcome less satisfactory than that proposed under this settlement. But, before
28 any other consideration, we have agreed to this Settlement because it is objectively reasonable. The

1 potential for resolution benefits the class members, since they do not have to wait additional years for a
2 similar recovery. The efficiency of this litigation benefits the Court, the Parties and their counsel. A
3 class-wide resolution is the most realistic method for addressing the claims raised in this matter.

4 33. We have engaged in the necessary investigation in this case that made it possible for us
5 to exercise informed judgment in those aspects of the settlement process in which we were involved.
6 The exchange of voluminous timeclock and payroll information and wage and hour policy documents
7 was sufficient to permit Plaintiffs' counsel to adequately evaluate the settlement. Plaintiffs had more
8 than enough information upon which to evaluate a fair and reasonable settlement amount.

9 34. The Settlement is the product of arm's-length negotiations between the Parties occurring
10 throughout the litigation. In light of the uncertainties of protracted litigation and the state of the law
11 regarding the legal positions of the Parties, the settlement amount reflects the best feasible recovery.
12 Given the strong case that Defendant could bring to bear, this is not an inconsequential settlement.

13 ***Estimated Maximum Potential Recovery***

14 35. At the time of mediation, Defendant provided certain data points that included a
15 sampling of payroll and time records for the putative class and PAGA group during the relevant period.
16 This enabled Plaintiffs' damages expert to review the data and to prepare a comprehensive damage
17 analysis for the purposes of mediation. The following chart provides the estimated realistic potential
18 recovery that Plaintiffs believes they could reasonably achieve *if they were to prevail on all their*
19 *causes of action:*

Plaintiffs' Estimated Realistic Potential Recovery		
Assumptions During Class Period (based on data provided by Defendant for Mediation)		
Approximate Number of Shifts: 888,763		
Class Members: 15,762		
% of Shifts > 6 hours: 92.5%		
Total Workweeks: 224,059		
% of Shifts > 3.5 hours: 98.6%		
No. of Terminated Class Members: 12,450		
Average Number of Shifts Per Workweek: 4.3		
Total PAGA Pay Periods: 107,144		
Average Rate of Pay: \$17.92		
Total Aggrieved Employees: 7,350		
Meal Break Violation Rate: 62.8%		
Current Aggrieved Employees: 474		
Rest Break Violation Rate: 20%		
No. of Former Aggrieved Employees: 6,876		
Off-The-Clock Minutes/Shift: 10		
Cause of Action	Realistic Potential Recovery	Calculations for Estimated Potential Recovery

Meal Period Claim	\$1,850,356.22	888,763 shifts x 92.5% of shifts > 6 hours x 62.8% Meal Viol. Rate x \$17.92 Hourly Rate. That leads to a potential recovery of \$9,251,781.09. However, for the reasons stated in Paragraph 34 <i>infra</i> , the value of this claim is discounted by 80% leading to potential realistic exposure of \$1,850,356.22.
Rest Period Claim	\$628,146.40	888,763 shifts x 98.6% of shifts > 3.5 hours x 20% Rest Viol. Rate x \$17.92 Hourly Rate. That leads to a potential recovery of \$3,140,732. However, for the reasons stated in Paragraph 34 <i>infra</i> , the value of this claim is discounted by 80% leading to potential realistic exposure of \$628,146.40.
Off-the-clock Claim	\$530,887.77	888,763 shifts x 10 mins off-the-clock per shift x \$17.92 Hourly Rate. That leads to a potential recovery of \$2,654,438.83. However, for the reasons stated in Paragraph 34 <i>infra</i> , the value of this claim is discounted by 80% leading to potential realistic exposure of \$530,887.77.
Reimbursement for Business Expenses	\$394,050.00	15,762 putative class members assuming each incurred \$25 on maintaining uniforms/apparel.
Sub-Total (Compensatory Claims)	\$3,403,440.39	
Labor Code § 203 Penalties	\$18,740,736.00	12,450 Terminated Employees x \$17.92 Hourly Rate x 8 Hours per day x 30 day maximum. That leads to a potential recovery of \$53,544,960.00. However, for the reasons stated in Paragraph 34 <i>infra</i> , the value of this claim is discounted by 65% leading to potential realistic exposure of \$18,740,736.00.
Labor Code § 226 Penalties	\$2,676,800.00	(7,000 initial violations in 1-yr SOL x \$50) + (82,980 subsequent violations in 1-yr SOL x \$100) [up to a maximum penalty amount of \$4,000 per employee]. Assuming a \$1,000,000.00 deduction for penalty amounts over \$4,000.00/employee, that leads to a potential recovery of \$7,648,000.00. However, for the reasons stated in Paragraph 34 <i>infra</i> , the value of this claim is discounted by 65% leading to potential realistic exposure of \$2,676,800.00.

Subtotal (Statutory Penalties + Compensatory Claims)	\$21,417,536	
PAGA Penalties	\$4,421,122.55	\$100 per pay period for violation of Labor Code section 226.7 (meal breaks) with 62,438.42 pay periods assuming 62.8% of pay periods had a violation. \$3,921,133.09. \$100 per pay period for violation of Labor Code section 226.7 (rest breaks) with 105,643.98 pay periods assuming 20% of pay periods had a violation. \$2,112,879.68. \$100 per pay period for violation of Labor Code section 1194 for off-the-clock violations with 107,144 pay periods assuming 100% of pay periods had a violation. \$10,714,400.00. \$250 per pay period penalty for violation of Labor Code section 226(a) for failure to provide accurate wage statements with 107,144 pay periods assuming 20% of pay periods had a violation. \$5,357,200. This results in a total PAGA penalties of \$22,105,612.77. However, for the reasons stated in Paragraph 34 <i>infra</i>, the value of the PAGA claims is discounted by 80% leading to potential realistic exposure of \$4,421,122.55.
Total if PAGA included	\$25,838,658.55	

36. Despite a total potential recovery of \$3,403,440.39 on their compensatory, non-penalty class claims (and \$21,417,536 on all class claims, including statutory penalties), Plaintiffs recognized the challenges they would have to face in certifying a class action and establishing liability on the wage and hour and PAGA claims. Plaintiffs estimate their likelihood of prevailing on all their causes of action is extremely low and thus the likelihood of recovering over \$21 million or anything close to that amount on behalf of the Class is very unlikely. With respect to the claims asserted on behalf of the Settlement Class in this case, there are significant risks that support the reduced compromise amount. These risks include, but are not limited to, the following:

1 (i) The risk that Plaintiffs would be unable to establish liability for allegedly unpaid
2 straight time and overtime wages. *See Duran v. U.S. Bank Nat'l Ass'n*, 59 Cal.4th 1, 39 & fn. 33 (2014)
3 (“Duran”), *citing Dilts v. Penske Logistics, LLC*, 2014 WL 205039 (S.D. Cal. 2014) (dismissing
4 certified off-the-clock claims based on proof at trial). Defendant contends, e.g., that straight time was
5 paid and that overtime was properly paid or not due or owing to the putative class members as alleged
6 by Plaintiffs.

7 (ii) Defendant argues that Plaintiffs would not be able to prove liability for alleged failure to
8 provide compliant meal and rest breaks; or that to establish liability for the failure to provide compliant
9 rest breaks would require an individualized inquiry that would prevent these issues from being resolved
10 on a class basis. Plaintiffs alleged employees were regularly subject to meal break violations. Defendant
11 contends that many employees took their meal and rest breaks and that in order to prove whether each
12 employee took their meal periods and/or rest breaks would require an individualized inquiry that would
13 prevent this issue from being resolved on a class basis.

14 (iii) The risk that Plaintiffs would not recover waiting time and wage statement penalties
15 pursuant to Labor Code sections 203 and 226. For example, Plaintiffs might not prove that Defendant
16 acted with the intent necessary for the alleged claims for penalties under Labor Code sections 203 and
17 226. Specifically, section 203 requires that a plaintiff show the employer committed a “willful”
18 violation of the law in withholding wages. “A good faith dispute that any wages are due will preclude
19 imposition of waiting time penalties under Section 203.” 8 Cal. Code Regs. § 13520. Similarly,
20 penalties pursuant to section 226 require a “knowing and intentional” violation. Defendant contends
21 that it would present several good faith defenses that would preclude a finding of willfulness under
22 section 203 and intent under section 226. *See Choate v. Celite Corp.* (2013) 215 Cal. App. 4th 1460
23 (reversing award of section 203 penalties based on good faith defense where underlying wage claim
24 presented issue of first impression). Any such good faith dispute could preclude penalties.

25 (iv) The risk that Defendant’s challenged employment policies might not ultimately support
26 class certification or a class-wide liability finding. *See, Duran v. US Bank Nat'l Ass'n* (2014) 59 Cal. 4th
27 1, 14 & fn. 28 (citing Court of Appeal decisions favorable on class certification issue without expressing
28 opinion as to ultimate viability of proposition). *See, e.g., Morillion v. Royal Packing Co.* (2000) 22 Cal.

1 4th 575, 585 (employer not required to pay employees for time spent performing work of which the
2 employer had no knowledge). Defendant has also argued that Plaintiffs' off-the-clock allegations would
3 necessitate individualized issues pertaining to when the putative class members were working off the
4 clock and for what purpose, such that Plaintiffs could not obtain class certification. Even if such a
5 problem did exist, Defendant contends that it did not have such a policy, and therefore, it is not a
6 systematic problem across Defendant's entire California workforce.

7 (v) For the same reasons, liability, damages recovery, and certification risks are heightened
8 given: (1) the risk that uncertainties pertaining to the ultimate legality of Defendant's policies and
9 practices could preclude class-wide awards of statutory penalties under Labor Code section 226(e); (2)
10 the risk that individual differences between settlement Class Members could be construed as pertaining
11 to liability, and not solely to damages, *see, Duran*, 59 Cal.4th at 19; and (3) the risk that class treatment
12 could be deemed improper as to one or more claims except for settlement purposes.

13 (vi) For those claims, if any, that are certified for class treatment, Plaintiff must prevail at a
14 trial on the merits.

15 (vii) The risk that any civil penalties award under PAGA could be reduced by the Court in its
16 discretion could materially impact the recovery by the Class, *see* Labor Code section 2699(e)(1).

17 (viii) The risk that lengthy appellate litigation could ensue as to both liability and certification
18 issues, with associated litigation risk and costs, further enhances the value of a confirmed settlement as
19 opposed to unpredictable litigation.

20 (ix) Although the PAGA penalties calculated by Plaintiffs' expert amounts to an extravagant
21 \$22,105,612.77, that amount is not likely to bear fruit in this case. Most significantly, the ultimate
22 decision as to the amount of penalties is always up to the discretion of the Court. Labor Code §
23 2699(e)(2) states: "In any action by an aggrieved employee seeking recovery of a civil penalty available
24 under subdivision (a) or (f), a court may award a lesser amount than the maximum civil penalty amount
25 specified by this part if, based on the facts and circumstances of the particular case, to do otherwise
26 would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Subdivision (a) states,
27 "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty
28 to be assessed and collected by the Labor and Workforce Development Agency or any of its

1 departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may,
2 as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
3 himself or herself and other current or former employees pursuant to the procedures specified in Section
4 2699.3.” Subdivision (f) specifies the penalties in instances where the underlying statute does not
5 specify any civil penalty. In other words, where the facts and circumstances of the particular case
6 demonstrate that an unreduced award would be “unjust, arbitrary and oppressive, or confiscatory,” the
7 court (or arbitrator) may reduce the award so as to ameliorate any such finding.

8 In *Carrington v. Starbucks*, 30 Cal.App.5th 504, 529 (2018), the Court of Appeal affirmed the
9 trial court’s significant reduction of PAGA meal break penalties from the \$50 maximum penalty per
10 initial violation to only \$5 per initial violation. As the Court of Appeal in *Carrington* observed, although
11 the trial court ultimately disagreed with the Defendant’s arguments regarding its liability, it considered
12 the circumstances of the Defendant when imposing penalties, namely that imposing the maximum
13 penalty would be unjust, arbitrary, and oppressive based on the Defendant’s “good faith attempts” to
14 comply with meal break obligations and because the court found the violations were minimal. *See also*
15 *Thurman v. Bayshore Transit, Management, Inc.* 203 Cal.App.4th 1112, 1136 (2012) (affirming trial
16 court’s 30 percent reduction of maximum penalty.). Although the estimated PAGA penalties amount to
17 \$4,421,122.55, proceeding to trial creates the risk that Plaintiffs meet the same outcome as the
18 *Carrington* plaintiffs, resulting in a recovery that is a mere 10% of the estimate.

19 (x) Further, Plaintiffs faced the risk that the Court would have compelled arbitration of the
20 class claims on an individual basis. Plaintiff Ortiz and other Class Members signed arbitration
21 agreements with Defendant during their employment. On April 24, 2024, Defendant’s counsel sent Class
22 Counsel a letter demanding that Plaintiff Ortiz submit his claims to binding individual arbitration and
23 dismiss the class claims in this Action, and requesting a stipulation to that effect. The letter enclosed a
24 copy of an arbitration agreement requiring binding individual arbitration of employment-related
25 disputes, includes a class and collective action waiver, and provides an opt-out mechanism that must be
26 exercised in writing within thirty days of signing. Defendant’s counsel took the position that the
27 agreement satisfies the enforceability requirements of *Armendariz v. Foundation Health Psychcare*
28 *Services, Inc.* (2000) 24 Cal.4th 83, and that binding precedent, including *Stolt-Nielsen S.A. v. Animal*

1 *Feeds International Corp.* (2010) 559 U.S. 662, *AT&T Mobility LLC v. Concepcion* (2011) 563 U.S.
2 333, *Epic Systems Corp. v. Lewis* (2018) 138 S. Ct. 1612, and *Viking River Cruises, Inc. v. Moriana*
3 (2022) 142 S. Ct. 1906, required Ortiz to arbitrate his claims on an individual basis.

4 While I believe these employees, as warehouse workers, are exempt from the Federal
5 Arbitration Act as transportation workers engaged in interstate commerce under *Ortiz v. Randstad*
6 *Inhouse Services, LLC*, 95 F.4th 1152 (9th Cir. 2024), I recognize this is a developing and contested area
7 of law, and there was a genuine risk that the Court would have compelled arbitration. Had that occurred,
8 it is my professional assessment, based on my experience litigating wage-and-hour class actions, that
9 few if any Class Members would have pursued individual arbitration, and the class as a whole would
10 likely have recovered nothing on these claims. This risk materially informed my assessment of the
11 fairness of the Settlement.

12 (xi) The risk that Defendant would be unable to pay a higher amount than the GSA if so
13 awarded. During the mediation with Jill Sperber, and pursuant to the mediation privilege, Defendant
14 provided Class Counsel with financial statements prepared by an independent auditor. I reviewed this
15 financial information as part of my evaluation of the case. Based on that review, I concluded that
16 Defendant would likely have significant difficulty satisfying a judgment at or near the full scope of
17 Plaintiffs' claimed exposure. This assessment of Defendant's financial capacity was a significant factor
18 in my conclusion that the Settlement is fair, reasonable, and adequate, notwithstanding that it represents
19 a discount from Plaintiffs' maximum theoretical recovery.

20 (xii) Moreover, Plaintiffs faced the risk of a potentially prolonged and expensive trial.

21 (xiii) Plaintiffs faced the risk of being held liable for Defendant's attorneys' fees and costs if
22 this case had been unsuccessful.

23 Each of these factors bore heavily on the negotiations leading to the Settlement. Continued
24 litigation of this lawsuit presented Plaintiffs and Defendant with substantial legal risks that were (and
25 continue to be) very difficult to assess. In light of the uncertainties of protracted litigation, the Settlement
26 amount reflects a fair and reasonable recovery for the Class Members. The Settlement amount is, of
27 course, a compromise figure. By necessity, it took into account risks related to liability, class action
28 certification, trial manageability, damages and discretionary penalties, and all the defenses asserted by

1 Defendant as to all such matters. Moreover, each Class Member will be given the opportunity to opt out
2 of the Settlement, allowing those who think they have claims that are greater than the benefits they can
3 receive under this Settlement to pursue their own claims.

4 In view of these risks, the Settlement reflects a fair, adequate, and reasonable compromise
5 amount for these claims and warrants preliminary approval. Indeed, while the risks listed herein are far
6 from exhaustive, they show that the Settlement amount reflects a fair and reasonable recovery for the
7 State of California and the Aggrieved Employees.

8 37. Plaintiffs' claims are typical of those of the Class Members. Like other Class Members,
9 Plaintiff Ortiz was an hourly non-exempt employee of Defendant in California. Plaintiffs allege that
10 they and the putative class members were not provided with compliant rest breaks and meal breaks,
11 were not paid all wages, did not receive accurate wage statements, and did not receive all wages during
12 employment and final wages timely. Plaintiff Ortiz has no conflict of interest with the Settlement Class
13 members and has agreed to place the Class's interests above his own. Setareh Law Group also has no
14 conflicts of interest with the Settlement Class members.

15 38. The requested Class Representative Enhancement Awards in the amount of
16 \$10,000.00 to each Plaintiff (\$30,000.00 total), is warranted. Plaintiffs spent considerable time
17 speaking with their counsel, gathering documents, and reviewing the Settlement. They also took on
18 the risk of facing intrusive discovery, facing a potential costs award, and the risk that being
19 involved in litigation would be viewed unfavourably by potential employers.

20 39. The Settlement Class is made up of Kimco employees who worked in California
21 distribution center worksites, all of whom are readily ascertainable from Defendant's personnel
22 records. Defendants estimate there are approximately 15,762 putative class members.

23 ***Attorneys' Fees***

24 40. The amount of Class Counsel's fee request (33.33 percent of the GSA, **\$483,333.33**)
25 is reasonable as a percentage of the settlement fund. I have been awarded attorneys' fees equaling
26 approximately one-third of the fund in several recent wage and hour class actions, including, but not
27 limited to: *O'Brien v. Optima Network Services, Inc.*, San Bernardino County Superior Court, Case
28 No. CIVRS1107056 (one-third of settlement fund); *Noyd v. The Cristcat Group, et al.*, Los Angeles

1 County Superior Court, Case No. BC439558 (one-third of settlement fund); *Perez v. Southwest*
2 *Dealer Services, Inc.*, Los Angeles County Superior Court, Case No. BC439253 (one-third of
3 settlement fund); *Alvarez v. Gary Grace Enterprises, LP*, Marin County Superior Court, Case No.
4 CIV1002553 (one-third of settlement fund); *Calderon v. Greatcall, Inc.*, San Diego Superior Court,
5 Case No. 37-2010-00093743-CU-OE-CTL (one-third of settlement fund); *Butler v. Lexxiom, Inc.*,
6 San Bernardino County Superior Court, Case No. CIVRS1001579 (one-third of settlement fund);
7 *Huynh v. Carefusion Resources, LLC, et al*, San Diego County Superior Court, Case No. 37-2009-
8 00103277-CU-OE-CTL (one-third of settlement fund); *Stucker v. L'Oreal USA S/D, Inc.*, Los
9 Angeles County Superior Court, Case No. BC456080 (one-third of settlement fund); *Sandoval v.*
10 *Thrifty Payless, Inc.*, Los Angeles County Superior Court, Case No. BC431249 (one-third of
11 settlement fund); *Tucker v. Maly's West, Inc.*, Los Angeles County Superior Court, Case No.
12 BC483920 (one-third of settlement fund); *Tiwari v. Merrill's Packaging*, San Mateo Superior
13 Court, Case No. 519070 (one-third of settlement fund); *Montgomery v. Del Monte Corp., et al*,
14 Kings County Case No. 13C0204 (one-third of settlement fund); *Adams v. Medical Staffing*
15 *Network, et al*, Sacramento County Case No. 34-2012-00137491-CU-OE-GDS (33% of gross
16 settlement fund).

17 ***Actual Litigation Costs***

18 41. Class Counsel request litigation costs, supported by proof, to be paid out of the GSA.

19 42. Setareh Law Group has incurred litigation costs, to date, of **\$21,112.59**. At the time
20 of Plaintiffs' Motion for Final Approval and Award of Attorneys' Fees and Litigation Costs,
21 Plaintiffs will submit itemized details for expenses and costs for which reimbursement is sought.

22 ***Settlement Administrator***

23 43. The Parties have mutually selected Simpluris to serve as Settlement Administrator and to
24 provide notice to the Class Members, subject to Court approval. The Parties solicited bids from three class
25 action administrators: Simpluris, ILYM, and Phoenix. The Parties selected Simpluris presented the most
26 cost-effective bid. The settlement administration costs are currently estimated to be \$61,985, based on an
27 estimated Class of approximately 16,000 Class Members. In my experience, the fee of \$61,985 is reasonable
28 for a settlement of this size. The costs of the Settlement Administrator approved by the Court will be paid

1 from the GSA. The Class Notice will be mailed in English and Spanish.

2 ***Cy Pres***

3 44. The Settlement Agreement provides for a distribution of any excess or uncashed settlement
4 funds (after the 180-day negotiability period) to a mutually agreed *cy pres* recipient, subject to Court
5 approval. The Parties have selected the State Bar of California's Greg E. Knoll Justice Gap Fund as the *cy*
6 *pres* recipient. The Justice Gap Fund is an appropriate *cy pres* recipient under Code of Civil Procedure
7 section 384 because it is a well-established, non-profit program administered by the State Bar of California
8 that directly funds civil legal services for low-income individuals and families throughout California. This
9 mission aligns closely with the wage-and-hour, PAGA, and related claims asserted in this Action on behalf
10 of the Class and the general public, as it promotes access to justice for vulnerable workers and addresses
11 systemic barriers similar to those alleged here. There are no conflicts of interest between the recipient,
12 Plaintiff Ortiz and Setareh Law Group.

13 ***LWDA Notice***

14 45. Upon filing the Motion for Preliminary Approval of Class Action and PAGA
15 Settlement and Certification of Settlement Class, Class Counsel will upload a copy to the California
16 Labor Workforce and Development Agency.

17 ***San Bernardino Court's Requirements for Approval of Class Action Settlements***

18 46. In drafting Plaintiff's Motion for Preliminary Approval, Class Counsel consulted the
19 San Bernardino Court's checklists for approval of class action settlements, published at
20 [https://sanbernardino.courts.ca.gov/system/files/civil/checklistsforapprovalofclassactionsettlements.](https://sanbernardino.courts.ca.gov/system/files/civil/checklistsforapprovalofclassactionsettlements.pdf)
21 [pdf](https://sanbernardino.courts.ca.gov/system/files/civil/checklistsforapprovalofclassactionsettlements.pdf), and last revised as of February 2026. Attached hereto as **Exhibit 3** is chart setting forth the
22 information required in the published checklist for preliminary approval of class action settlements,
23 and the location of the information in Plaintiff's motion.

24 I declare under the penalty of perjury of the laws of the State of California that the foregoing
25 is true and correct to the best of my knowledge.

26 Executed on the 3rd day of August, 2026 in Beverly Hills, California.

27 /s/ Shaun Setareh

28 Shaun Setareh

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is entered into by and among plaintiffs Adan Ortiz, Maura Ramirez, and Aubrey Bell (“Plaintiffs”), individually and on behalf of the Settlement Class and PAGA Group, on the one hand, and defendant Kimco Staffing Services, Inc. (“Defendant” or “Kimco”), on the other hand. Plaintiffs and Kimco are referred to collectively as the “Parties.”

1. RECITALS

1.1 The Actions

This Agreement is made with reference to the following actions:

- **Adan Ortiz v. Kimco Staffing Services, Inc.**, San Bernardino County Superior Court Case No. CIVSB2402387;
 - **Maura Ramirez v. Kimco Staffing Services, Inc.**, San Bernardino Superior Court Case No. CIVSB2322451; and
 - **Aubrey Bell v. Kimco Staffing Services, Inc.**, Los Angeles County Superior Court Case No. 23STCV24661
- (collectively, the “Actions”).

1.2 Nature of the Dispute

Plaintiffs allege wage-and-hour and related claims on behalf of themselves and putative classes of current and former non-exempt employees of Kimco in California who worked at distribution center worksites during the relevant period, and also assert representative claims under the California Private Attorneys General Act of 2004 (“PAGA”). Kimco denies all liability, denies that class or representative treatment is proper for any purpose other than settlement, and denies that Plaintiffs or any other person suffered damages or is entitled to penalties or other relief.

1.3 Settlement Purpose

The Parties desire to fully and finally resolve, on a compromise basis, the claims released under this Agreement, without the burden, expense, and uncertainty of continued litigation, and subject to Court approval.

1.4 No Admission

1 This Agreement is a compromise and settlement of disputed claims. Neither this Agreement,
2 nor any act performed or document executed pursuant to or in furtherance of it, is or may be deemed
3 to be an admission by Kimco of any wrongdoing, liability, or the truth of any allegation in the
4 Actions.

5 **2. DEFINITIONS**

6 Unless otherwise defined herein, the following terms have the meanings set forth below.

7 **2.1 “Actions”**

8 The three lawsuits identified in section 1.1 above.

9 **2.2 “Class Counsel”**

10 Setareh Law Group, Wheeler Law Firm APC, and D.Law, Inc.

11 **2.3 “Class Members”**

12 All current and former non-exempt employees of Kimco in the State of California who
13 worked at distribution center worksites from January 8, 2020 through September 29, 2025 (“Class
14 Period”).

15 **2.4 “Settlement Class” or “Settlement Class Members”**

16 All Class Members who do not timely and validly request exclusion from the settlement.

17 **2.5 “PAGA Group” or “PAGA Group Members”**

18 All current and former non-exempt employees of Kimco assigned to work for clients in the
19 State of California who worked from July 5, 2022 through September 29, 2025 (“PAGA Period”).

20 **2.6 “Gross Fund Value” or “Gross Settlement Amount”**

21 The maximum non-reversionary amount Kimco shall pay under this Agreement, exclusive
22 of Kimco’s share of employer-side payroll taxes on the wage portion of the settlement,
23 is \$1,450,000.00, subject to the Escalator Clause in section 11 below.

24 **2.7 “PAGA Fund”**

25 The portion of the Gross Settlement Amount allocated to settlement of the PAGA claims,
26 in an amount not to exceed \$50,000.00.

27 **2.8 “LWDA Payment”**

28 The portion of the PAGA Fund payable to the California Labor and Workforce

1 Development Agency, in an amount not to exceed \$37,500.00.

2 **2.9 “PAGA Settlement Fund”**

3 The portion of the PAGA Fund payable to PAGA Group Members, in an amount not to
4 exceed \$12,500.00.

5 **2.10 “Attorneys’ Fees and Costs”**

6 The amounts awarded by the Court to Class Counsel for attorneys’ fees and litigation costs.
7 Class Counsel will request attorneys’ fees in an amount not to exceed 33 1/3% of the Gross
8 Settlement Amount, plus actual litigation costs supported by proof.

9 **2.11 “Enhancement Payments”**

10 The amounts, if any, approved by the Court for the named Plaintiffs, in an amount not to
11 exceed \$10,000.00 for each Plaintiff.

12 **2.12 “Settlement Administration Costs”**

13 The reasonable costs of the Settlement Administrator approved by the Court and paid from
14 the Gross Settlement Amount.

15 **2.13 “Class Settlement Fund”**

16 The Gross Settlement Amount, less: (a) the PAGA Fund; (b) Court-approved Attorneys’
17 Fees and Costs; (c) Court-approved Settlement Administration Costs; and (d) Court-approved
18 Enhancement Payments.

19 **2.14 “Separate Ortiz Payment”**

20 The amount of \$20,000.00 to be paid from the Gross Settlement Amount to Plaintiff Ortiz
21 in exchange for resolution of additional claims outside the Actions, as memorialized in a separate
22 written agreement.

23 **2.15 “Effective Date”**

24 The date on which both of the following have occurred: (a) approval of the settlement is
25 granted by the Superior Court of the State of California, County of San Bernardino, or other court
26 assuming jurisdiction of this matter; and (b) the Judgment becomes Final.

27 **2.16 “Final” or “Finality”**

28 “Final” means the latest of: (a) if there is an appeal from the Judgment, the date the

Judgment is affirmed on appeal, the date of dismissal of the appeal, or the expiration of the time to seek further review; (b) if further review is sought, the date review is denied or the Judgment is affirmed; or (c) if no appeal is filed, the expiration of the time to appeal from the Judgment.

2.17 “Releasees”

Kimco and all of its present and former parent companies, subsidiaries, affiliates, customers identified in **Exhibit A**, joint employers, joint ventures, and all of their respective officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, assigns, and any other persons acting by, through, under, or in concert with any of them.

3. CONDITIONAL CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

For purposes of this settlement only, the Parties stipulate to certification of the Settlement Class and to treatment of the representative PAGA claims on a settlement basis only. If the Court does not grant final approval of the settlement in its entirety, or if the settlement does not become effective for any reason, this Agreement shall be null and void except as otherwise expressly stated, and no term or act related to this Agreement shall constitute an admission, concession, or waiver by any Party regarding class certification, collective treatment, representative treatment, manageability, liability, or damages.

4. MONETARY TERMS

4.1 Gross Settlement Amount

Subject to section 11 below, Kimco shall pay a maximum of \$1,450,000.00 as the Gross Settlement Amount. This amount resolves all payments under the settlement, including payments to Settlement Class Members for wages, penalties, interest, and liquidated damages; the PAGA Fund; Attorneys’ Fees and Costs; Settlement Administration Costs; Enhancement Payments; and the Separate Ortiz Payment.

4.2 Employer Payroll Taxes

Kimco shall separately pay any employer-side payroll taxes owed on the wage portion of settlement payments. Those amounts are not part of the Gross Settlement Amount.

4.3 Non-Reversionary Nature

Except as otherwise provided by law or Court order, no portion of the Gross Settlement

1 Amount shall revert to Kimco.

2 **5. COURT APPROVAL REQUESTS**

3 **5.1 Attorneys' Fees and Costs**

4 Class Counsel shall apply to the Court for an award of attorneys' fees in an amount not to
5 exceed 33 1/3% of the Gross Settlement Amount, plus litigation costs supported by proof. Kimco
6 agrees not to oppose such application. Any amount requested but not approved by the Court shall
7 remain in and be added back to the Class Settlement Fund.

8 The Court's reduction of requested fees or costs shall not constitute grounds to terminate or
9 rescind this Agreement.

10 **5.2 Enhancement Payments**

11 Class Counsel shall apply for Enhancement Payments to Plaintiffs in amounts not to
12 exceed \$10,000.00 each. Kimco agrees not to oppose such request. Any amount requested but not
13 approved by the Court shall remain in and be added back to the Class Settlement Fund, unless the
14 Court orders otherwise.

15 **5.3 PAGA Allocation**

16 Class Counsel shall request Court approval of a \$50,000.00 PAGA Fund, allocated
17 as \$37,500.00 to the LWDA and \$12,500.00 to the PAGA Group Members.

18 **6. SEPARATE SETTLEMENT WITH PLAINTIFF ORTIZ**

19 In exchange for payment of \$20,000.00 from the Gross Settlement Amount, Plaintiff Ortiz
20 agrees to resolve additional claims alleged outside the Actions, pursuant to a separate written
21 agreement. The Parties shall execute that separate agreement contemporaneously with or promptly
22 after execution of this Agreement. The Separate Ortiz Payment shall be administered in accordance
23 with the terms of that separate agreement and any applicable Court approval requirements.

24 **7. ALLOCATION AND DISTRIBUTION**

25 **7.1 Class Settlement Fund Distribution**

26 The Net Class Settlement shares shall be calculated pro rata based on workweeks worked
27 during the Class Period. Specifically, the Settlement Administrator shall divide the total number of
28 workweeks worked by all participating Settlement Class Members during the Class Period into the

1 Class Settlement Fund to derive a value per workweek. Each participating Settlement Class
2 Member's share shall be the value per workweek multiplied by that member's number of
3 workweeks worked during the Class Period.

4 **7.2 PAGA Settlement Fund Distribution**

5 The PAGA Settlement Fund shall be distributed pro rata to PAGA Group Members based
6 on workweeks worked during the PAGA Period. The Settlement Administrator shall divide the
7 total number of workweeks worked by all PAGA Group Members during the PAGA Period into
8 the PAGA Settlement Fund to derive a value per workweek, and each PAGA Group Member's
9 share shall be that value multiplied by the member's number of workweeks worked during the
10 PAGA Period.

11 **7.3 Payroll Records Control**

12 Kimco's payroll records shall be determinative for purposes of calculating workweeks
13 during the Class Period and the PAGA Period, absent a showing of error accepted by the Court.

14 **7.4 No Claims Process**

15 There shall be no claims process. Settlement Class Members who do not timely opt out shall
16 automatically receive their settlement payments. PAGA Group Members shall receive their PAGA
17 payments without the need to submit a claim.

18 **8. TAX TREATMENT**

19 **8.1 Class Settlement Fund Allocation**

20 For each payment from the Class Settlement Fund to a participating Settlement Class
21 Member, the Parties agree that, for settlement purposes:

- 22 • 25% shall be treated as wages and reported on an IRS Form W-2, subject to required
23 withholdings; and
- 24 • 75% shall be treated as non-wage income and reported on an IRS Form 1099.

25 **8.2 PAGA Settlement Fund Allocation**

26 Payments from the PAGA Settlement Fund to PAGA Group Members shall be treated
27 as 100% non-wage income and reported on IRS Form 1099.

28 **8.3 Tax Responsibility**

1 The Parties and counsel make no representation concerning the tax consequences of the
2 settlement to any Settlement Class Member or PAGA Group Member. Each payee shall be
3 responsible for any tax consequences other than employer-side payroll taxes expressly assumed by
4 Kimco.

5 **9. SETTLEMENT ADMINISTRATOR**

6 **9.1 Appointment**

7 The Parties shall mutually select a Settlement Administrator, subject to Court approval.

8 **9.2 Duties**

9 The Settlement Administrator shall perform all tasks reasonably necessary to administer the
10 settlement, including:

- 11 • establishing a Qualified Settlement Fund under 26 U.S.C. section 468B and applicable
12 regulations;
- 13 • receiving and holding settlement funds;
- 14 • calculating individual settlement payments;
- 15 • issuing settlement checks;
- 16 • issuing IRS Forms W-2 and 1099, as applicable;
- 17 • making all deductions and withholdings required by law;
- 18 • mailing the Notice Packet;
- 19 • processing requests for exclusion and objections;
- 20 • conducting skip tracing as appropriate;
- 21 • providing declarations in support of preliminary approval and final approval; and
- 22 • performing such additional tasks as ordered by the Court or agreed by the Parties.

23 **9.3 Information Provided by Kimco**

24 Within twenty-one (21) days of the Court granting preliminary approval of the settlement,
25 Kimco shall provide the Settlement Administrator with a confidential class list containing the
26 names, employee identification numbers, last known mailing addresses, Social Security numbers,
27 and workweeks worked during the Class Period and PAGA Period. The Settlement Administrator
28 shall maintain the confidentiality of all such information and shall not disclose it except as

necessary to administer the settlement or as required by law or Court order.

9.4 Administration Costs

Settlement Administration Costs shall be paid from the Gross Settlement Amount.

10. NOTICE, EXCLUSION, AND OBJECTION PROCEDURES

10.1 Notice

The Settlement Administrator shall provide notice of the settlement and estimated individual recoveries pursuant to the preliminary approval order and approved class notice.

10.2 Exclusion

Settlement Class Members shall have 45 calendar days from the initial mailing of the Notice Packet, or such other date set by the Court, in which to postmark a valid request for exclusion. Any Settlement Class Member who timely and validly requests exclusion shall not receive a Class Settlement payment, shall not be bound by the class release in section 13.1, and shall preserve any individual non-PAGA claims otherwise available, but shall remain bound by the PAGA release to the extent permitted by law as a PAGA Group Member.

10.3 Objections

Any Settlement Class Member who does not request exclusion may object to the settlement in the manner and by the deadline set forth in the Notice Packet and preliminary approval order.

11. ESCALATOR CLAUSE

Kimco estimates that there are 224,059 workweeks between January 8, 2020 and September 29, 2025.

If the actual number of workweeks worked by Class Members during the Class Period exceeds 224,059 by more than ten percent, i.e., exceeds 246,465, then Kimco shall elect one of the following options:

- **Option 1:** the Gross Settlement Amount shall increase on a pro rata basis equal to the percentage increase in workweeks above 246,465; or
- **Option 2:** the Class Period and PAGA Period shall be truncated so that they end on the last date on which the total number of workweeks does not exceed 246,465.
- **Option 3:** Defendant may select an alternative end date for the Class Period and PAGA

1 Period that falls between September 29, 2025 and the truncation date described in Option
2 2. In that event, the Gross Settlement Amount shall increase on a pro rata basis equal to the
3 percentage increase in workweeks attributable to the period between the truncation date in
4 Option 2 and the alternative end date selected by Kimco. The pro rata adjustment shall be
5 calculated solely on the additional workweeks covered by the chosen extension beyond the
6 Option 2 truncation date.

7 Kimco shall make its election within a reasonable time after the workweek count is
8 confirmed and before final approval papers are filed, or by another deadline agreed by the Parties
9 or ordered by the Court.

10 **12. FUNDING AND PAYMENT TIMING**

11 **12.1 Funding**

12 Within the time specified by the Court or, if the Court does not specify, within twenty-one
13 (21) days of the Effective Date and in sufficient time to permit distribution within the period stated
14 below, Kimco shall fund the Gross Settlement Amount and separately fund employer payroll taxes
15 owed on the wage portion of the settlement.

16 **12.2 Distribution**

17 Settlement payments shall be distributed within thirty (30) days after the Effective Date,
18 unless otherwise directed by the Court.

19 **13. RELEASES**

20 **13.1 Release by Settlement Class Members**

21 Upon Final approval of the settlement and except as to the right to enforce this Agreement,
22 all Settlement Class Members who do not submit a valid and timely request for exclusion shall
23 release Kimco and the Releasees from any and all claims that were pled or that could have been
24 pled based on, arising out of, or reasonably related to the facts alleged in the Actions during the
25 applicable release period.

26 This release is intended to be coextensive with the factual predicates alleged in the Actions
27 and shall not extend to claims unrelated to those factual predicates.

28 **13.2 Release by PAGA Group Members**

1 Upon Final approval of the settlement, each PAGA Group Member shall release Kimco and
2 the Releasees from all claims for civil penalties under PAGA that were alleged in the operative
3 complaints or that could have been alleged based on the facts pertaining to Plaintiffs and the PAGA
4 Group Members during the PAGA Period.

5 **13.3 General Release by Named Plaintiffs**

6 As a material term of this settlement, each named Plaintiff shall execute a general release
7 in favor of Kimco and the Releasees of all claims, known and unknown, whether suspected or
8 unsuspected, arising up to the date of execution of the general release, together with a waiver of
9 California Civil Code section 1542.

10 The Parties acknowledge the text of Civil Code section 1542 as follows:

11 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
12 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
13 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM
14 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
15 THE DEBTOR OR RELEASED PARTY.”

16 The named Plaintiffs expressly waive all rights and benefits under section 1542 and any
17 similar law.

18 **13.4 No Further Payments**

19 The Parties stipulate that, beyond the Gross Settlement Amount and Kimco’s separate
20 payment of employer-side payroll taxes on the wage portion, Kimco shall not owe any further
21 monies to the Settlement Class or PAGA Group based on the claims resolved by this Agreement.

22 **14. UNCASHED CHECKS**

23 All settlement checks shall remain negotiable for 180 days from the date of mailing. After
24 the 180-day period, any uncashed checks shall be void. The Settlement Administrator shall total
25 the amounts associated with expired checks, and those funds shall be paid to a mutually agreed cy
26 pres recipient, subject to Court approval.

27 **15. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JUDGMENT**

28 **15.1 Motion for Preliminary Approval**

1 The Parties shall jointly seek preliminary approval of the settlement in the Superior Court
2 of California, County of San Bernardino, or other court assuming jurisdiction over the settlement.

3 **15.2 Final Approval**

4 Following notice and expiration of the response period, the Parties shall jointly seek final
5 approval of the settlement and entry of judgment.

6 **15.3 Good Faith Cooperation**

7 The Parties agree to cooperate in preparing all papers reasonably necessary to obtain
8 preliminary approval, final approval, and implementation of the settlement.

9 **16. TERMINATION**

10 If the Court declines to grant preliminary or final approval in a form materially consistent
11 with this Agreement, or if the settlement does not become effective, this Agreement shall be null
12 and void, the Parties shall revert to their litigation positions as though this Agreement had never
13 been executed, and no settlement-related act, statement, or document shall be admissible except as
14 necessary to enforce this section or as otherwise provided by law.

15 **17. ENFORCEMENT AND DISPUTE RESOLUTION**

16 The Parties intend this Agreement to be enforceable under Code of Civil Procedure section
17 664.6. Any dispute arising out of or relating to this Agreement shall first be submitted to Jill
18 Sperber for mediation. The Parties shall split the mediator's fees equally and shall otherwise bear
19 their own attorneys' fees and costs incurred in connection with the mediation, unless the Parties
20 agree otherwise or the Court orders otherwise.

21 **18. MISCELLANEOUS**

22 **18.1 Entire Agreement**

23 This Agreement, together with its exhibits and the separate written agreement referenced in
24 section 6, constitutes the entire agreement between the Parties concerning the subject matter hereof
25 and supersedes all prior negotiations, memoranda, and understandings, except that the
26 Memorandum of Understanding remains relevant as evidence of the Parties' intent to the extent
27 consistent with this Agreement.

28 **18.2 Amendment**

This Agreement may be amended only by a written instrument signed by counsel for all Parties, subject to Court approval where required.

18.3 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

18.4 Construction

This Agreement is the product of arms-length negotiations between represented parties. It shall not be construed for or against any Party on the basis of authorship.

18.5 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, and signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.

18.6 Authority

The signatories represent that they are fully authorized to enter into this Agreement and bind the persons and entities on whose behalf they sign.

Dated: 7/24/2026

By:


ID eDSYhDN4hPEKbQRpVTYd7YP5

Adan Ortiz

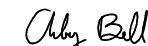
Dated: _____

By:

Maura Ramirez

Dated: 7/29/2026

By:


Aubrey Bell

Dated: _____

By:

FOR KIMCO

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Dated: _____

7/24/2026

Dated: _____

Dated: _____

Dated: _____

By: _____

Adan Ortiz

By: _____

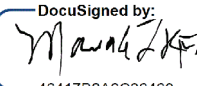
Maura Ramirez

By: _____

Aubrey Bell

By: _____

FOR KIMCO

DocuSigned by:

46417B2A6C36460...

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15
16 Dated: _____

By: _____
Adan Ortiz

17
18 Dated: _____

By: _____
Maura Ramirez

19
20 Dated: _____

By: _____
Aubrey Bell

21
22
23
24
25 Dated: July 29, 2026

By: 
FOR KIMCO

1 APPROVED AS TO FORM AND CONTENT.

2
3 Dated: 7/24/2026

Setareh Law Group

4 By:



[ID WHuSuiwVqDD6P84PuUq9f2PD](#)
Shaun Setareh
Thomas Segal
Farrah Grant
Attorneys for Adan Ortiz

6
7 Dated: _____

WHEELER LAW FIRM, APC

8 By: _____

9 Scott Wheeler
Attorneys for Maura Ramirez

10
11
12
13
14
15 APPROVED AS TO FORM AND CONTENT

16 Dated: July 29, 2026

D.LAW INC.

17 By:



18 David Yeremian
19 David Keledjian
20 David Arakelyan
Attorneys for Plaintiff Aubrey Bell

21 APPROVED AS TO FORM AND CONTENT.

22
23 Dated: _____

FISHER PHILLIPS LLP

24
25 By: _____

26 Ashton Riley
27 Attorneys for Kimo Staffing Services, Inc.
28

1 APPROVED AS TO FORM AND CONTENT.

2
3 Dated: _____

Setareh Law Group

4 By: _____

5 Shaun Setareh
6 Thomas Segal
7 Farrah Grant
8 Attorneys for Adan Ortiz

9 Dated: July 24, 2026
10 _____

WHEELER LAW FIRM, APC

11 By:  _____

12 Scott Wheeler
13 Attorneys for Maura Ramirez

14
15 APPROVED AS TO FORM AND CONTENT

16 Dated: _____

D.LAW INC.

17 By: _____

18 David Yeremian
19 David Keledjian
20 David Arakelyan
21 Attorneys for Plaintiff Aubrey Bell

22 APPROVED AS TO FORM AND CONTENT.

23 Dated: _____

FISHER PHILLIPS LLP

24 By: _____

25 Ashton Riley
26 Attorneys for Kimo Staffing Services, Inc.

1 APPROVED AS TO FORM AND CONTENT.

2
3 Dated: _____

Setareh Law Group

4 By: _____

5 Shaun Setareh
6 Thomas Segal
7 Farrah Grant
8 Attorneys for Adan Ortiz

9
10 Dated: _____

WHEELER LAW FIRM, APC

11 By: _____

12 Scott Wheeler
13 Attorneys for Maura Ramirez

14
15 APPROVED AS TO FORM AND CONTENT

16 Dated: _____

D.LAW INC.

17 By: _____

18 David Yeremian
19 David Keledjian
20 David Arakelyan
21 Attorneys for Plaintiff Aubrey Bell

22 APPROVED AS TO FORM AND CONTENT.

23 Dated: July 29, 2026

FISHER PHILLIPS LLP

24
25 By:  _____

26 Ashton Riley
27 Attorneys for Kimo Staffing Services, Inc.

EXHIBIT A -- CUSTOMER RELEASEES

211 OC	L&M Services
2nd Gear	La Dance Magic
2nd Gear, LLC	La Peer Surgery Center
3Day Blinds	Laborer's Union of N. America
99 Cent Only Store	Laborers International
A&J Cases	Lamps Plus
A&R Tarpaulins Inc.	Lanny Electronics
Aaren Scientific	Larchmont Pediatrics
Able Industrial Products Inc.	Las Vegas Motor Speedway
Able Industrial Products Inc.	Legendary Entertainment
AC PRO Fontana	Lennar Homes
AC PRO Rancho Cucamonga	LeVecke Corporation
Accurate Background, Inc.	LGC Clinical Diagnostics (Formerly Kova International)
Ace Industrial Supply	Liberty Dental Plan of California
Ackley Metal Products Inc.	Liberty Dental Plan of Nevada
Action Urgent Care	LinTech
Adams Rite Aerospace	Lippert Components, Inc
Addiction Medicine Services, Inc.	Liquid Graphics
Administrative Resources Corporation	Liquid Packaging Co.
ADS (Architectual Design and Signs)	Liquidmetal Technologies
ADS Gold Inc.	Lisi Aerospace
Adult Children of Alcoholics	LMV Recycling Solutions
Advance Premium Coatings	Logic Packaging
Advanced Dermatology	Los Angeles Cancer Network
Advanced Innovative Technology Corp - Trakmotive, Inc	Los Angeles Orthopedic Surgery Specialists
Advanced Management Company & R3 Construction Services, Inc.	Lucky88 Enterprises LLC DBA Luma Prints
Advantage Adhesives Inc.	Lux Flooring
Advantage Inc.	Lynden Logistics, INC.
AeroFlite enterprises, inc.	Lynden Logistics, INC.
Affiliated Urologists of Orange County	LYON WORKSPACE PRODUCTS, L.L.C
Agendia Inc.	M.C. LLC
Agiliti Health Inc.	Maersk Warehousing & Distribution USA LLC
Agri-Turf Distributing LLC	Maersk Warehousing & Distribution USA LLC
Airnov Healthcare Packaging	Magic Castle
Airtech International	Magnetic Sensors Corp
Al Fakher	Magnetika
Alarmax Distribution	Magnolia Pediatrics of Marin
Albert Fuchs, M.D.	Main Electric
Alco Manufacturing Inc	Main Electric Supply, LLC
Allegis Group VMS (BE/Collins Aerospace)	Maison Moving & Storage
Allegis VMS (BE/Collins Aerospace)	Mandalay Home Furnishings Inc
Allergy and Asthma Consultants	Maney Wire & Cable, Inc.
Allergy Partners of New Mexico, LLC	Manheim
Alleyoop Inc.	Marika Olson Interiors

ALLIANCE NORTH AMERICA, INC (ANA)	Marina Landscape Inc
Allied Modular Building Systems, Inc.	Mariners Church
Alpha-Omega Services, Inc.	Marketplace Valet
Alpine Corporation	Marsden's Shoe Company
Alta Advanced Technologies (BHK Incorporated)	Marshall Retail Group, LLC
Alta Hospitals System, LLC	Martin Luther King Jr. Community Hospital
ALUZ Architectural Lighting	Marvel Aero International, Inc.
Alvarado Manufacturing Company	Masimo Corporation
Amada America, Inc	Mason Industries Inc
Amada Machinery America, Inc.	Master's Refreshment Services, LLC
Amada Machinery America, Inc.	Mattel Toys - TAPFIN
Amazon Solutions INC	Maury Microwave
AMEC Industry, Inc.	MaxLite
American College of Trial Lawyers	Maxtrac Suspension, LLC
American Refrigeration Supplies, Inc.	McGee Co.
Ameripeac, Inc.	McLane
Amkotron	McLeod Racing, LLC
Amlon Industries, Inc.	MCS Industries, Inc. - Redlands
AMP'D Entertainment, Inc.	Me & My Big Ideas
Ampco Contracting	MedAlliance
AmSafe Bridport	Medical Imaging Center of Southern California
Amvac	MedImpact
Anaheim Independencia Center	Memorial Care Health Services
Analytik Jena US LLC.	Memorial Healthcare/Family Care Center - Fountain Valley
Anyone Home, Inc.	Meoded Paint
Approved Freight Forwarders	Merchant Services - Universal Card Inc., DBA
Arc Orthopedic Group	Metal Surfaces
Archwest Capital LLC	MIKOH Swimwear, Inc.
ARS/Rescue Rooter	MindOC (BeWell OC)
Art Concepts	Mini Pharmacy
Arthrex	Mink Radiologic Imaging
Arthrex California Technology, Inc.	Miracles for Kids, Inc.
Arthrex Trauma, Inc	Mitchell Rubber Products
Ascentis	Mitsubishi Materials USA
Ashley Furniture Industries - REDLANDS	Mitsubishi Motors North America, Inc.
Aspect Lighting	MK Battery
Aspire Bakeries	ML Lifesciences, LLC
Aspire Bakeries	Moffatt & Nichol
Assistance League of the Foothill Communities Thrift Shop	Montage Orthopedics and Sports Medicine
Association for Los Angeles Deputy Sheriffs	Montalvan's Sales, Inc.
ATLANTIC REPRESENTATIONS, INC	Moon Lighting Logistics
Atlantis Eyecare	Morrison Express
Audio Gear Group/OSD Audio	Mosaic Laboratories, LLC
Auto Parts Components Inc.	Motion Solutions
Automated Gate Services, DBA IronSite	Motorsport Auto

AutosplICE	Mutual Of Omaha Mortgage
AVALON TRANSPORTATION LLC	National Comfort Institute, Inc
Avid Bioservices (formerley Peregrine Pharmaceuticals)	Navco Security Systems
Axalta (Dura Coat Products, Inc.)	NAX USA Logistics
Axiom Materials	NBO Group, Inc.
Axiom Medical Consulting, LLC	Nelson Staffing
AYA (Cedars)	Network Logistics, Inc.
Azelis Americas CASE, LLC.	Neurology and Cognitive Neuroscience Institute Inc.
B.B. Crafts	New Life Transport
B.C. Industrial Supply Inc. dba BC Wire Rope & Rigging	NewAlley Innovations, Inc.
B&B Refractories Inc.	Newco Distributors, Inc.
Babcock Laboratories	Newco Distributors, Inc.
Bal Seal Engineering, Inc.	Newport Beach Center for Plastic Surgery (AKA Savalia Plastic Surgery)
Bandai Namco Toys & Collectables America, Inc	Newport Beach Medical Associates, Inc.
Barker Management	Newport Orthopedic Institute
Barry Ave Plating Co. Inc	Newport Pacific Capital Co., Inc.
Barton Perreira	Nexgen Pharma (LGM Pharma)
Bassett Salon Solutions	Next Level Apparel
Bay Area Colon and Rectal Surgeons	Next Level Apparel
Bay Area Cosmetic Dermatology	Nihon Kohden
Bay Area Phlebotomy and Laboratory Services	Ninth Avenue Foods
Bay Psychiatric Associates	Nissin Foods
BCM Advanced Research	Nissin International Transport USA, Inc
Beach Cities ENTS	Nobel Biocare
Bedding Acquisition, LLC	Nordic Security Services
Beer MD, Robert Dr. (Balfour Dermatology)	North Bay Eye Associates
Bell Electronics	North West PharmaNaturals
Belmont Events Group, Inc.	Northeast Community Clinic
Benev	Northern California Advanced Surgery
Berkeley Cardiovascular Medical Group	NP Consultants
Best Choice Products	Nutra Food Ingredients
Best Gasket	NVC Logistics Group, Inc.
Bestway Logistics	Obagi Medical Products
Bettabot	OC Fertility
Beverly Hills Advanced Pain and Spine	OC Window Experts
BHY Tire and Wheels	Occidental College
BioDot	Oceanside Brand Management
BioPhotas	Oceanside Health Products LP
Bioseal	OEM Parts Network, Inc.
Bishamon Industries	OmniDuct
Bivar Inc	Oneil Digital Solutions
Blackcraft Cult Inc.	OneLegacy
BLC Enterprises, Inc.	ONESCS, LLC
BLM Technologies	Onyx Paving Company
Blythe Global Advisors, LLC	Orange Coast Head and Neck Surgery

Bookpal	Orange County Crating
BotanX, LLC	Orange County Label Company
Boundary Devices	Orange County Thermal Industries Inc
Boxzooka	Orange County United Way
Brand Scaffold Rental & Erection, Inc.	Orthofix (Formerly Seaspine)
BrassCraft a Masco Company	OSG USA, INC
Brasstech Inc (a Masco Co)	OSI Systems (Rapiscan)
Brasstech Inc (a Masco Co)	Pacific Barcode, Inc.
Brault Practice Solutions	Pacific Corrugated Pipe Co.
Brenntag Pacific, Inc.	Pacific Gynecology and Obstetrics Medical Group
Broco Rankin	Pacific International Bearing
Brooks Street	Pacific Plastic Surgery
Brothers International Desserts Inc.	Pacific Precision
Bryant Rubber	Pacific Tech Molded Products
BSP Inc	Pacific Women's Healthcare Associates - Irvine
Builders Surplus	Paciolan
Burlingame Industries	Pair Eyewear
BYLT Basics	Palm Desert Plastic Surgery
C3 Technology Services	Pan American Properties Inc.
Cabinets Plus	Pandemic Proof Productions
Cal Sports and Orthopaedic Institute	Par Pharmaceutical, Inc. aka (Anchen Pharmaceuticals, Inc.)
Caliber Aerospace C/O JCDD, LLC	Paradigm Management Services, LLC
California Boiler	Parkwest Construction Co.
California Center for Sleep Disorders	Partner Tech USA
California Faucets	Partnership HealthPlan of California
California Heart Associates - CPPG	PASCO Specialty & Mfg., Inc.
California Manufacturing Technology Consulting	Pathnostics
California Skin Institute	Pediatric Medical Center
CalOptima (Conexis) - Contract No 17-10596	Peninsula Dermatology Medical Group
CalSpine MD	Penn Elcom, Inc.
Cambro Manufacturing	Pentel of America, Ltd.
Cambro Manufacturing	Petique, Inc
Capitol Food Company	Phenix Technology, Inc.
Carbon Health	Phoenix Custom Packaging, LLC
Cart.Com	Phonesuite
Cart.Com	Pinnacle Medical Group, Inc.
Carve Media, Inc., dba 2Modern	Pinole Valley Trucking, Inc.
Casa Herrera, Inc.	Pinole Valley Trucking, Inc.
Cassandra Ohlsen, MD	Planet Plastic
CBS (Custom Business Solutions)	Platinum Dermatology Partners
CCI (Consonance Companies, Inc.)	Pledge Medical
Cedar Eye Medical Group	Polar Power Inc.
Cedars-Sinai Medical Care Foundation - Corporate	PolyPeptide Laboratories
Centerpoint Radiation Oncology	Ponaflex Hose Manufacturing
Centon Electronics, Inc.	Port of Long Beach

Central City Community Health Center, Inc.	Port of Long Beach
Central Neighborhood Health Foundation	Power Sports Indoor RV & Boat Storage
Century City Medical Management, LLC	Powerstone Property Management
Chan Soon-Shiong Institute for Medicine	PRC Composites, LLC (Globe Plastics)
Change Mortgage	Precision Refurbishing
Chapman University	Preferred Nation, Inc
Charitable Ventures of Orange County	Premier Health Partners of Santa Monica
Charlie's Chalk Dust Company, LLC	Premier Infusion Care
Children's Cardiology Group	Premiere Practice Management, LLC
Chino Valley Independent Fire District	Pres-Tek Plastics, Inc.
Christ Cathedral Parish	Previon Solutions, LLC
Christie Lites Las Vegas	PreVost Car (US) Inc.
Chrome Hearts LLC	PRINTEC HT ELECTRONICS, LLC
Cipex International	Professional Plastics
Circor Aerospace, Inc.	Professional Plastics
City of Anaheim	Prologistics Distribution
City of Chino	Proponent
City of Riverside	Proponent (formally KAPCO Global)
City of Santa Ana	Proponent (formally KAPCO Global)
City of Whittier	Prospect Medical Group
Claremont McKenna College	Prospect Medical Holdings(corporate)
Clariant Corporation	ProTab Laboratories
Classic Performance Products Inc	ProTab Laboratories (Corporate)
Clean Harbors	Proto Lam LLC
ClearFreight, Inc	Prototype & Short-Run Services, Inc.
ClearPath Medical LLC	ProUnlimited/Grifols Diagnostics Solutions Inc.
Clinica Romero	Providence Enterprise
Clips and Fasteners	Providence Holy Cross Surgery Center
Coastal Kids	Pureteck Co, Inc.
Coastal Pacific Food Dist	Quail Creek Homeowners Association
Coca Cola North America	Quality Aluminum Forge LLC (SIFCO)
Comlock Security Group	Quality Custom Distribution Services, Inc.
Command Access Technologies	Quantimetrix
Command Delivery Systems-Ontario Mobis USA	Quick Crete Inc.
Command Delivery Systems-Riverside Mobis USA	Quick Dispense
Community Action Partnership of Orange County	R.E. Advisors (dba Coldwell Banker)
Competition Clutch	Ramser Development Company
Concorde Career College	Randall Foods
Concordia University	Rapid Response Monitoring
Confluent Medical Technologies	Ratner, Wilson, Tran, DDS, Inc.
Consolidated Precision Products Corp.	Rayotek Scientific Inc.
Continental Coatings Co.	RBC Turbine Components/Vacco an RBC Bearings Company
CoolSys (Source Refrigeration)	RC Jenson, Inc. dba Jenson USA
Copenbarger & Associates	RCI Technologies
CopyGroup	RDS - Residential Design Services

Cord Automotive International	RED Company
Cornerstone Optometry	RED Swag
Corona Tools	RED TAIL ACQUISITIONS, LLC
Cosasco	Redlands Educational Partnership, Inc.
Council On Aging	Redline Detection, LLC
County of San Bernardino - Superior Courts	Redline Detection, LLC
County Sanitation Districts of Los Angeles	Refrigeration Technologies
Covenant Care	Regenesis Bioremediation Products, Inc.
Covenant Logistics (formerly Landair)	ResearchDX
Coventya	Reserve Realty @ The Reserve Club
Crafters Companion	Retina-Vitreous Associates Medical Group
Creative Circle Staffing	Retinal Consultants Medical Group
Crest Coating Inc	Revco Industries, Inc.
CSC Service Works	Richard Daniels Transportation
CSI Electrical	Richard G. Quist MD Inc.
CTS Cement Manufacturing	Ricoh Electronics, Inc.
Custom Bilt Metals	RightSourcing - Hoag Hospital Newport Beach
Custom Chemical Formulators	Ring Container Technologies
Custom Comfort Mattress	Riverside Cardiology Associates Medical Group
Custom Goods, LLC	Riverside Community College District
Custom Molded Products, LLC	Riviera Allergy Medical Center
Custom Wheel House	RJE International
Cypress Urgent Care	RNDC / Young's Market Company
Czinger	Robert's Waste and Recycling
DanDee International, LLC	Roberts Honing and Machining Inc.
DASSA Construction Services, Inc.	Rocket Lab USA
Daylight Transport LLC	Rockpointe Homeowners
DCG Fulfillment	Rocq Macarons
DDC Wheels	Rohl
DeBeikes Investment Company	Rok Hardware
Deco Technology Group, Inc	Rok Hardware
Decra Roofing Systems	Roman Catholic Diocese of Orange
Delta Apparel	Ross Organic
Delta-Sigma Inc.	Royal Paper Corporation
Denso Ten Corp	Rplanet Earth
Desert Oasis Healthcare	RPP Products, Inc.
Design Resource Collection	Ruane Medical
Design Worx Packaging	Ruhnau Ruhnau Clarke
Destination By Design	Ruskin Manufacturing
Diablo Dermatology	RxSight
Diamond Mattress	Ryadon Incorporated
Digital Check Corp	S.M. Hammad Rizvi, M.D., Inc.
Digital First Media	S2 Engineering, Inc.
Disc and Spine	SA Recycling
Discovery Behavioral Health	Saban Community Clinic

Discus Dental	SAC Health System
Display Fabrication Group	Saddleback Church
Distribution Alternatives	SafCom Supply Inc
Dittemore Insulation	Salvation Army
Divergent Technologies Inc	Saveway Supplies Inc.
Dodson Global, Inc.	Savini Wheels
Doshi & Associates Inc.	SC Fuels
Dr. C. Philip O'Carroll	Screen Printers Resource
Dr. Craig Geiler, MD	Screenworks/NEP
Dr. David K. Padgett, DO	Sechrist Industries
Dr. Kim T. Swanson	SeneGence
Ducommun Aerostructures	Service Quick Inc.
Ducommun Incorporated	SG Footwear
Dunn Edwards Paints	Shamrock Supply Company, Inc.
Duplo USA	SHEAR LOC PRODUCTS
DX Supply Chain Logistics - SFS	Sherwin Williams
e.l.f. Cosmetics	Shimano North America Holding, Inc.
E.S. Kluff & Company	Shipbob
Eagle Health Supplies	ShockWatch dba SpotSee
Eagle Labs	SIC Enterprise, Inc.
East Bay Cerebrovascular Clinic	SIC Enterprise, Inc.
East West Eye Institute	Sierra Aluminum
EB Bradley	Sierra Village
ECMD	Simple Health LLC
Econolite Control Products, Inc.	Sixel Smoke Test Company
Edinger Medical Group - Fountain Valley	Smart and Final
EDM Performance Accessories	Smart Source LLC
Eibach, Inc.	Smith & Noble
EiJean Wu, M.D. M.P.P.A Professional Corporation	SML Medical Supplies
EIS, Inc.	SML USA
Eisner Health	Snyder's-Lance, Inc.
Eisner Pediatric & Family Medical Center	Social Vocational Services Inc.
El Modena Family Resource Center	Sorenson Engineering Inc
Elbi of America, INC	South Bay Family Health Care
Electronic Precision Specialties Inc	South Central Family Health Center
Elf Cosmetics	South Coast Medical Group
Ellison Educational Equipment, Inc.	South Orange County Orthopedics
Elutia	Southern California Institute of Technology
EMD Specialty Materials LLC	Southern California Kidney Associates
Emerald Technologies	Southern California Orthopedic Institute
Empower RF Systems, Inc.	Southern California Recovery Centers
Engine and Performance Warehouse	Southern California Vascular Associates
Envision Physician Services	Southern California Vascular Associates - Orange (Beyond Basic Imaging)
EPHESOFT, Inc.	Southland Neurologic Institute
Epic Care - Corporate	SouthWest Dealer Services

ERderm	Southwest Water Company
eSalon.com LLC	Spacelabs
Essendant Inc	Spark Retail
Essilor Labs of America iCOAT Company	Specialized Testing
EtherWAN Systems Inc	Spectrum Chemicals & Laboratory Products
Ethika	Spectrum Wine Auctions
Euroline Steel Windows and Doors	Spigen
European Heels	SportifEye Optics Inc.
Eustress and Demeter	Sprout LA
Evergreen Plastics LTD	Squar Milner LLP
EVGA	St. Nicks
EVmode, LLC	Stampendous
Evo Hair Care	Star Pipe Products
Exact Industries, Inc	Stash Tea (Yamamotoyama)
Exemplis-Sit on It	States Logistics B509
Exemplis-Sit on It	States Logistics Services Bld.510
Expanded Rubber and Plastics Corp	Statewide Safety Systems
Expressway Transportation	Statewide Traffic Safety & Signs
Extron Electronics	Stauber Performance Ingredients, Inc.
Eyesthetica	Sterigenics
Fabric Wallcraft	Steven Label, LLC
Face Tory	Structural Group
Fairmont Schools, Inc.	Sullivan Properties, Inc
Fairplex Enterprises	Sumitomo Machinery Corp
Family Care Specialists	Summit Glass Corporation
FANTASIA TRADING LLC	Summit Interconnect
FANTASIA TRADING LLC	Sun Chlorella USA
Faraday Future	Sun Urology
Fear Of God	Sundance Spas (Jacuzzi)
Feeding America	Sunmark Stainless Inc.
Felbro Food Products Inc.	Sunmight USA, Corp.
Fieldpiece Instruments	Sunset Lighting
Filtec LTD	Sunwest Bank
Filtronics	Sunwest Industries Inc. dba All-Safe Pool Safety Products, Inc.
First Financial Corporate Services, Inc.	Superior Spring Company
FirstService Residential - The Preserve at Chino	Supplies and Solutions (Total Safety)
Fisher & Paykel Healthcare	Suzuki Motor of America, Inc
Fisher & Paykel Healthcare	Suzuki Motor USA, LLC
Five Point Communities Management, Inc.	Swann Communications
Five Star Pillow Company Inc.	Sweetener Products
Flexicare Inc	Swift Health Systems Inc (Inbrace)
Fluidra (Zodiac Pool Systems)	T. Hasegawa USA Inc.
Fong, Dennis M.D.	Tahoe Carson Valley Medical Group
Foundation Building Materials	Tao Nguyen MD
Freeman Audio Visual	Taxacconplus Accountancy Corp.

Fresh Brothers	Taylor Metal
Frey Consulting & Tax Services	TCI Environmental
FST Sand & Gravel	TCI Environmental Services, Inc.
FXC Corporation	TEAC America Inc.
GAF Materials Corp.	Tec Color Craft
Galasso's Bakery	Techmer PM
Galex, Inc.	Technip Energies
Garware Fulflex USA Inc.	Tekni-Plex Inc
Gasket Specialties, Inc.	Temecula Valley Neurosurgery
GCSPI	Teradek
GD America	Test Dodgers
Geary Pacific Corporation	That's it Nutrition, LLC
Gelman CPAS & Business Advisors	The Achievable Foundation
Gem Southwest LLC	The Clinic Inc.
General Micro Systems	The Day Is Here TestFake
General Networks Corporation	The Growing Place
Gentex	The Gund Company, Inc.
Gerard Daniel Worldwide	The Habit Burger Grill Corporate
GH Pacific Corporation	The Khoshbin Company Inc
Ghataode Bannon Architects	The Manly Man Company
Girl Scouts Council Of Orange County	The Medcor Group
Gitai USA, Inc	The Olson Company
Giumarra Companies	The Ranch Restaurant & Saloon
Global Christian Relief	The Roxbury Institute
Global Eagle Entertainment	The RW Financial
Gold Coast Baking Company	The Shippers Group
Golden State Orthopedics	The Shoppes at Chino Hills C/O Dunhill Partners, Inc.
Golden State Water Company	The Spine and Pain Center of California
Goldstar Grinding and Wire/Transcontinental Metals	The Spotless Experience LLC
Goodman Distribution Inc. BRANCH#784	Thomas Johnson MD
Gorilla Marketing	Tile Elements
Gourmet Foods Inc.	Tireco Inc.
Grace Electron	Tireco Inc.
Gracelight Community Health	Titan Terminal
Green Dot Corporation/Elevated VMS	Titan Terminal
Greenball Corp.	TLD Logistics
Greenovative Solutions Inc.	TLD Logistics
Griffith Company	Tofasco
Griswold Controls LLC	Torco Oil
Ground Control Satellite Systems	Torn & Glasser
GS Manufacturing	Torrance Memorial Medical Center-Healthcare Select
GS Medical	Touro University
GUIDA SURVEYING, INC.	TPM Products d.b.a. RacingBrake.com
Gynecologic Oncology Associates Care Of Hoag	Trademark Plastics, Inc.
H-Wave	Traffic Solutions Corporation

H. Hendy Associates	Tramo at Home Inc.
H&S Associates, LLC	TransGo
Hafele	Triad Magnetics
Hajoca Corporation	Triple B Forwarders
Hampton Products	Tritek Circuit Products
Hampton Products	Tropitone Furniture
Harrington Industrial	TSCM Corporation
Hayward Pool Products	TSI Holding
HBLA (a Division of SingerLewak)	TVH Parts Company
Health-Ade LLC	Twining Consulting
Healthcare Management Group	TwinMed, LLC
Healthy Streets LA	UCI Health
Helfman, Davis & Clanton	UHP Resistors Inc.
Helias LLC	UI Medical LLC
Hemet Valley Recovery Center	Uline
Henessay Medical	Ultrasonic Cleaning
Herlee LLC dba Senyx USA	Umina Brothers Exports
HEXPOL COMPOUNDING LLC	Umina Brothers Exports
HI M.A.T. Express	Uncas International LLC
HighLife Medical	Underhill International
Highline Warren LLC	United Safety Technology Inc
Highridge Partners	United Sports Brands
Highridge Provender	University Frames Inc
HIIT Box	University of the Pacific - Dugoni School of Dentistry
Hills Point Industries LLC, DBA Gorilla Commerce	UNLV Health
Hinson Racing	Uoma Beauty
Hirsch Pipe and Supply	Upland Fab
Hirsch Pipe and Supply	Urethane Polymers International
HoloVision	US Health Fairs
Hooked on Tackle	US Polymers Inc
Horiba Instruments Incorporated	US Shop Tools
Hot Topic	Uzzi Reiss, MD
Hot Topic	VD Sausage Factory
House Ear Clinic	VaCom Technologies
House of Rohl	Vail Dunlap & Associates
House of Sillage, LLC	Valtra Inc.
Hoyu America Co. Ltd.	Vanguard Reefer Trailer, Inc.
HQMachine	Vantage Associates
Hurt Family Health Clinic	Vaporbrothers Inc.
Hussmann	Vascular & Thoracic Associates of Los Angeles
Hycor Biomedical Inc.	Vast
Hypothermia Devices, Inc. (Kelvi)	Venice Family Clinic
Hyundai AutoEver LLC	Ventura Foods, LLC
Identiv	Victaulic
iHerb.com	Victory Footwear

iHerb.com	Virginia Von Schaefer MD
Image Options	Vita North America
Image Solutions	Vita North America
IMCD	Vizio Services, LLC
IMG USA	Voluspa - Flame and Wax
Immunocorp	Vorteq Coil Finishers LLC
Immunotec Research Inc.	Vorteq Coil Finishers LLC
In-N-Out Burger	VSI - Veterinary Service, Inc
Indian Health Center of Santa Clara Valley	VSMPO-Tirus, US
Industrial Control and Supply	Wake Up Beautiful Inc.
INDUSTRIAL FIBERGLASS CORP	Wakunaga Of America
Industrial Waste	Wakunaga Of America
Infinity Fasteners	Walmart
Inglewood Park Cemetery	Walmart
Inland Empire Foods, Inc.	Walnut Village Orange County Retirement Community
Innovative Architectural Solutions	Waltco Lift Corp
Innovative Construction Solutions	Walters Wholesale Electric Co.
Innovative Health Diagnostics	Warrior Custom Golf Debtor in Possession
Insco	Waste Resources
Insco	Water Creation Inc
Insteon Technologies, LLC	Watts Healthcare Corporation
Insulated Products Corp	Wavestream
Integra Electronics, Inc.	Waymakers
Intellisense Systems, Inc.	Wayne Dalton
Intertek	Wayne Dalton Corporation
Investor's Business Daily	Weber Logistics
IPM Medical Group - Corporate	Webster Orthopedics (Corporate office)
Irvine Tax & Accounting Services, Inc.	Welland Industries LLC
ISC Engineering	Wellspring Pharmacy
Isuzu Logistics North America	WEMS Electronics
ITS Logistics	Wesco Enterprises Inc.
J Good-In Inc.	West Coast Corporation
James & Kelly Mazzo	West Coast Prime Meats LLC
James Perse	West Coast Prime Meats LLC
James Perse	West Coast Retina
James R Berenson MD Inc.	West Dermatology - Rancho Mirage
Jams Endispute	West Oakland Health Council
JB Hunt-Bob's Discount Furniture	West Pico Distributors
JB Interiors	West Pico Distributors
JDS Industries	West Wood Products Inc.
Jennifer R. Berman, MD	Westech Products Incorporated
JMG Security Systems Inc.	Westminster Teak Furniture
JSerra Catholic High School	Westside Building Material Corporation
Juanita's Foods	WHEEL GROUP HOLDINGS, LLC
JWCH Institute	Whittier Mailing Products

K & N Engineering	Wiedenbach-Brown Company
K1 Speed	William K Averill MD FACC A Med Corp
Kaiser Aluminum - LA	William Thompson MD
Kaleka Dental	Windstone Behavioral Health
Kareo, Inc.	Winpak Lane Inc.
Kawasaki Motors Corp., U.S.A.	Woodbridge Glass / Werner Systems
Kawasaki Motors Corp., U.S.A.	Working Wardrobes
Kemper Manufacturing Inc	WWT International Engineering Services
Kerstin Florian International	Xponential Fitness LLC
Keystone Pacific Property	Yamamotoyama USA
Kimco Corporate Office, Inc.	Yamamotoyama USA
Kimco On-Site Maersk Warehousing & Distribution USA LLC	Yesterday's Problem Inc.
KimstaffHR	Yinlun TDI, LLC
King Instrument Company, Inc.	YKK
Kingdom Causes	Yusen Logistics Inc.
Klein Products	Yusen Logistics Inc.
KOIS	ZCoachella Coffee Shop
Kruse and Son	Zodiac Aerospace
Kulicke & Soffa Industries	Zodiac Pools Systems LLC (Prev. Grand Effects)
KW Industrial Management	Zoo Digital
KW Industrial Management	ZYankees Rule
	Zymo Research

EXHIBIT 2

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

Adan Ortiz, Aubrey Bell, and Maura Ramirez v. Kimco Staffing Services, Inc.
Superior Court of the State of California, San Bernardino County
Case No. CIVSB2402387

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Kimco Staffing Services, Inc. (“Defendant” or “Kimco” is used herein as a placeholder) for alleged wage and hour violations. The Actions were filed by former Kimco employees Adan Ortiz, Maura Ramirez, and Aubrey Bell (“Plaintiffs”) and seeks (1) relief for a class of current and former non-exempt employees of Kimco in California who worked at distribution center worksites (“Class Members”) during the Class Period January 8, 2020 through September 29, 2025; and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees who worked for Kimco during the PAGA Period July 5, 2022 through September 29, 2025 (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a class settlement requiring Kimco to fund individual class payments, and (2) a PAGA settlement requiring Kimco to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Kimco’s records, and the parties’ current assumptions, **your individual class payment is estimated to be \$[REDACTED] (less withholding) and your individual PAGA payment is estimated to be \$[REDACTED]**. 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 Kimco’s records you are not eligible for an individual PAGA payment under the settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Kimco’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Kimco to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Kimco.

If you worked for Kimco in California at distribution center worksites during the Class Period and/or the PAGA Period, you have two basic options under the settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed settlement and be eligible for an individual class payment and/or an individual PAGA payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against Kimco.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the class settlement (opt-out) by submitting a written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against Kimco, and, if you are an Aggrieved Employee, remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed settlement.

Kimco 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 Kimco that are covered by this settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is .	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this notice. You cannot opt-out of the PAGA portion of the proposed settlement. Kimco must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.

Written Objections Must be Submitted by
.

All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed settlement. The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You 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 Plaintiffs if you think they are unreasonable. See Section VII of this notice.

You Can Participate in the [INSERT FINAL APPROV. DATE] Final Approval Hearing.	The Court's final approval hearing is scheduled to take place on [INSERT FINAL APPROV. DATE]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by [REDACTED].	The amount of your individual class payment and 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 Kimco's records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by [REDACTED]. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are Kimco employees. The Action accuses Kimco of violating California labor laws by, among other violations, failing to pay hourly and overtime wages, all wages during employment and final wages, and wages due, negotiable and payable in cash on demand and failing to provide meal periods, rest breaks, accurate itemized wage statements, and notice of employer-related information. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.). Plaintiffs are represented by attorneys in the Action: Setareh Law Group, Wheeler Law Firm APC, and D.Law, Inc. Kimco strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far the Court has made no determination whether Kimco or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Kimco hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiffs and Kimco have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Kimco does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Kimco has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Kimco Will Pay \$1,450,000.00 as the Gross Settlement Amount (“Gross Settlement”). Kimco has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, a class representative service payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, Kimco will fund the Gross Settlement not more than twenty-one [21] days after the judgment entered by the Court becomes final. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:
 - A. Up to \$483,333.33 [33 and 1/3% of the Gross Settlement] to Class Counsel for attorneys’ fees plus litigation expenses supported by proof. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$30,000.00 in class representative awards (\$10,000 each) to Plaintiffs for filing the Actions, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiffs will receive other than Plaintiffs’ individual class payments and any individual PAGA payments.
 - C. The reasonable costs of Settlement Administration paid to the Administrator for services administering the settlement.
 - D. Up to \$50,000.00 for PAGA penalties, allocated 75% to the LWDA and 25% to individual PAGA payments to Aggrieved Employees based on their pay periods during the PAGA Period.
 - E. \$20,000.00 to be paid to Plaintiff Ortiz in exchange for resolution of additional claims outside the Action.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making individual class payments to Participating Class Members based on their Class Period workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Kimco are asking the Court to approve an allocation of 25% of each individual class payment to taxable wages (“Wage Portion”) and 75% to non-wage income (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Kimco will separately pay any

employer-side payroll taxes it owes on the Wage Portion. The individual PAGA payments are counted as penalties rather than wages for tax purposes.

The Administrator will report the individual PAGA payments and the Non-Wage Portions of the individual class payments on IRS 1099 Forms.

Although Plaintiffs and Kimco have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably be lost to you because they will be paid to a non-profit organization or foundation, the *cy pres* recipient.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than [REDACTED] (45 calendar days from the initial mailing of this Notice), that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the [REDACTED] response deadline. The request for exclusion should be a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Kimco.

You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Kimco based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and Kimco have agreed that, in either case, the settlement will be void, Kimco will not pay any money, and Class Members will not release any claims against Kimco.
8. Administrator. The Court has appointed a neutral company, [REDACTED] (the "Administrator") to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section IX of this notice.
9. Participating Class Members' Release. After the Judgment is final and Kimco has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class

Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue or be part of any other lawsuit against Kimco or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

The Participating Class Members will be bound by the following release:

Upon Final approval of the settlement and except as to the right to enforce this Agreement, all Settlement Class Members who do not submit a valid and timely request for exclusion shall release Kimco and the Releasees from any and all claims that were pled or that could have been pled based on, arising out of, or reasonably related to the facts alleged in the Actions during the applicable release period.

This release is intended to be coextensive with the factual predicates alleged in the Actions and shall not extend to claims unrelated to those factual predicates.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Kimco has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Kimco, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the class settlement, cannot sue, continue to sue or participate in any other PAGA claim against Kimco or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement.

The Aggrieved Employees' Release is as follows:

Upon Final approval of the settlement, each PAGA Group Member shall release Kimco and the Releasees from all claims for civil penalties under PAGA that were alleged in the operative complaints or that could have been alleged based on the facts pertaining to Plaintiffs and the PAGA Group Members during the PAGA Period.

11. Releasees. The "Releasees" refers to Kimco and all of its present and former parent companies, subsidiaries, affiliates, identified customers, joint employers, joint ventures, and all of their respective officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, assigns, and any other persons acting by, through, under, or in concert with any of them.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing \$12,500.00 by the total number of PAGA Period pay periods worked by all

Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Workweeks you worked during the Class Period, as recorded in Kimco's records, is stated in the first page of this notice. You have until [REDACTED] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this notice has the Administrator's contact information.

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

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the individual class payment and the individual PAGA payment (if any).
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual PAGA payment check to every Aggrieved Employee who opts out of the class settlement.

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

VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Adan Ortiz, Aubrey Bell, and Maura Ramirez v. Kimco Staffing Services, Inc.*, Superior Court of the State of California, San Bernardino County, Case No. CIVSB2402387, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by [REDACTED], or it will be invalid.** Section IX of the notice has the Administrator's contact information.

VII. 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 Plaintiffs and Kimco are asking the Court to approve. At least [REDACTED] days before the **[INSERT FINAL APPROV. DATE]** final approval hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as class representative service awards. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website: [REDACTED] or the Court's website: [REDACTED].

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** 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 as *Adan Ortiz, Aubrey Bell, and Maura Ramirez v. Kimco Staffing Services, Inc.*, Superior Court of the State of California, San Bernardino County, Case No. CIVSB2402387 and include your name, current address, telephone number and approximate dates of employment for Kimco and sign the objection. Section IX of this notice has the Administrator's contact information.

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. See Section VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on **[INSERT FINAL APPROV. DATE]** at **[TIME]** in Department S33 of the Superior Court of San Bernardino County, located at 247 West Third Street, San Bernardino, CA 92415. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You may appear at the hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the hearing at your own expense. Check the Court's website for the most current information.

It's possible the Court will reschedule the final approval hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Kimco and Plaintiffs have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to [REDACTED] website at [REDACTED]. You can

also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://cap.sb-court.org/search>) and entering the Case Number for the Action, Case No. CIVSB2402387.

**DO NOT TELEPHONE THE COURT TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT**

Class Counsel:

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Scott Wheeler
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David Yeremian
d.yeremian@d.law.com
D. LAW, INC.
(818) 275-5799
250 N. Madison Ave. 2nd Floor
Pasadena, CA 91101

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 3

San Bernardino Class Action Settlement Approval Checklist

Part I — Motions for Preliminary Approval of Class Action Settlements

#	Checklist Requirement	Location in Memorandum of Points and Authorities in Support of Motion for Preliminary Approval
1	Key financial terms: gross settlement amount, each deduction (attorneys' fees, litigation costs, administrator fees, incentive fees, all other deductions — exact or "not to exceed"), and net settlement amount.	p.2:20 – p.3:26 (§II)
2	Copy of the Settlement Agreement signed by all parties.	p.1:25-28 (fn.1) — Exhibit 1 to Setareh Decl.
3	Declaration re: how settlement was reached, arm's-length negotiation, mediator used, type of discovery, and why fair/adequate/reasonable.	pp.5:10 – p.6:17 (§III.C-E) p.15:20 – p.19:28 (§V.C.1-5) See Setareh Declaration ¶¶ 16-34
4	Class/aggrieved-employee definitions; Class and PAGA periods and whether they exceed the statute of limitations; estimated number of class members/aggrieved employees; number of pay periods if paid on a weeks-worked or periodic basis.	p.7:3-23 (§IV.D-E) p.4:1-10 (§II.A)
5	Case summary — causes of action, legal/factual basis, discovery to date, counsel's investigation, anticipated trial recovery, and impediments to recovery.	p.4:11 – p.6:17 (§III.B-E) p.15:28 – p.16:7 (§V.C.2) p.17:14 – p.19:28 (§V.C.5(a) – §V.C.5(b))
6	Whether settlement is dependent on number/amount of claims filed with reversion to Defendant.	p.1:6-8 (§I.) p. 3:19-22 (§I.) p.11:6-28 (§IV.J)
7	Cy pres distribution of excess/uncashed funds — declaration demonstrating propriety of recipient and distribution under CCP § 384.	p.1:7-8 (§I.) p. 3:23-26 (Intro.) p.11:6-28 (§IV.J) See Nguyen Declaration
8	Estimated highest/lowest/average recovery for class members and aggrieved employees; total work weeks/pay periods and per-work-week/per-pay-period amount.	p.1:15-22 (§I.)
9	Proposed fee award to class counsel— analysis of why the fee is appropriate; whether fees/costs are paid directly by Defendant or from settlement proceeds.	p.2:24-26 (§II) p.17:3-13 (§V.C.4)
10	Declaration addressing findings for numerosity, ascertainability, typicality, and predominance; declaration on counsel's class-action experience;	p.13:17 – p. 14:28 (§V.A.1 – §V.A.4) See Declarations of Shaun Setareh, David Arakelyan, Scott Ernest Wheeler, Adan Ortiz, Aubrey Bell, and Maura Ramirez

#	Checklist Requirement	Location in Memorandum of Points and Authorities in Support of Motion for Preliminary Approval
	declaration from each class representative on services rendered and lack of conflict.	
11	What claims are being settled, including claims not specifically alleged in the complaint, and the scope of release provisions binding class members and Defendant.	p.4:11 – p.5:8 (§III.B) p.8:9 – p.9:2 (§IV.G.1-3) p.10:4-8 (§IV.I.) p.16:8 – p.17:2 (§V.C.3)
12	Any affirmative duties/obligations placed upon class members.	p.10:24-27 (§IV.I)
13	The percentage of the net settlement treated as wages for tax purposes; whether employer-side payroll taxes are paid separately or deducted from the gross amount (and, if deducted, the estimated amount).	p.9:3-18 (§IV.H)
14	Related cases pending in other jurisdictions and effect of this settlement on those actions.	p.12:13 – p.13:1 (§IV.N)
15	Copy of proposed class notice and discussion of notice procedures, including whether notice will be provided in a language other than English (and, if not, a non-cost-based justification).	p.9:27-28 (fn.3) — Exhibit 2 to Setareh Decl. p.9:18 – p.11:5 (§IV.I)
16	Method of class notice service (mail, e-mail, publication, etc.) and explanation why it is the best means to reach the class.	p.10:28 – p.11:5
17	Whether the class notice adequately informs the class of the claims, settlement terms, releases, distribution, fees/expenses requested, incentive awards, objection procedure/requirements, date/place of final approval hearing, and opt-out and exclusion procedure.	p.10:9-27 (§IV.I) p.20:5-14 (§V.D)
18	Whether class notice and receipt of objections/opt-outs will be handled by anyone other than the third-party administrator.	p.10:15-21 (§IV.I)
19	If a claim form is used: copy of the proposed claim form and discussion of claim-processing procedures.	Not applicable — see p.1:6-7; p.3:15-18 (§I)
20	Proposed order granting preliminary approval, including: (a) Settlement Agreement, Class Notice, and Claim Form attached as exhibits and incorporated by reference. (b) Findings that the settlement is fair, adequate, and reasonable, and in the	See Proposed Order: (a): ¶1; ¶9 (b): ¶1; ¶6

#	Checklist Requirement	Location in Memorandum of Points and Authorities in Support of Motion for Preliminary Approval
	best interests of the absent class members. (c) Finding that the Class is provisionally certified. (d) Approval of third-party administrator. (e) Procedures and schedule for any objections, requests for exclusion, or claims submission by class members. (f) Briefing schedule and hearing date for final approval, including filing of supplemental declarations verifying proper service of class notice and receipt of written objections, a schedule for any response to objections, and submission of declarations/briefs in support of the requested fee award.	(c): ¶2 (d): ¶5 (e): ¶9; ¶12(a)–(e) (f): ¶12(c); ¶12(f); ¶13