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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF SAN MATEO**

12 EDWARD YOUNG, an individual, on
13 behalf of himself and on behalf of all
persons similarly situated,

14 Plaintiff,

15 vs.

16 MAINSPRING ENERGY, INC., a
17 corporation; and DOES 1 through 50,
inclusive,

18 Defendants.

CASE NO.: 24-CIV-01894

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

Hearing Date: October 28, 2025

Hearing Time: 2:00 p.m.

[Hearing scheduled by Order dated May 22, 2025]

Judge: Hon. Nancy L. Fineman

Dept: 4

Date Filed: March 27, 2024

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

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

1 Energy, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action, which is
2 embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the
3 Gross Settlement Amount to be paid by Defendant Mainspring Energy, Inc. (“Defendant”) is Four
4 Hundred Fifty Thousand Dollars (\$450,000) (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the
5 Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class
6 Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel
7 Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service
8 Payment to the Plaintiff; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

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

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

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

26 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
27 the Court by mailing the notice packets after updating class members’ addresses using the National
28 Change of Address database and, for any notice packets returned as undeliverable. See Declaration pf

1 Madely Nava ("Nava Decl.") ¶¶ 5-7. Class Members were provided with the opportunity to exclude
2 themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.)
3 Nava Decl. ¶ 7, Exh. A. Significantly, there have been no objections and no requests to opt-out. Nava
4 Decl. ¶ 11-12. As such, the entire Class (100%) will participate in the Settlement and will be sent a
5 settlement check. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an
6 opt-out request, will still be paid their allocation of the PAGA Penalties and will remain subject to the
7 release of the PAGA Released Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and
8 8.5(d)) Finally, the Notice advised the Class Members of their right to object to the Settlement and/or
9 dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

10 (f) A Participating Class Member must cash his or her Individual Class Payment check
11 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180
12 days will be voided and any funds represented by such checks sent to the California Controller's
13 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue".
14 (Agreement at ¶ 5.4.)

15 (g) Apex Class Action Administration was appointed by the Court as the Administrator for the
16 Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for
17 settlement administration in an amount not to exceed \$7,000. (Agreement at ¶ 3.2(c).) As set forth in
18 the Nava Decl. at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date,
19 as well as anticipated fees and costs for completion of the settlement administration, are \$5,990.

20 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
21 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
22 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
23 Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(b).) Subject to
24 Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff as the
25 Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of these requests for
26 attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing evidentiary
27 support, including lodestar.

28 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement

1 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
2 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$10,000, to be allocated 75% (\$7,500) to the LWDA
3 PAGA Payment and 25% (\$2,500) to the Individual PAGA Payments.¹ (Agreement at ¶ 3.2(d).) The
4 Individual PAGA Payments will be calculated by (a) dividing the amount of the Aggrieved Employees'
5 25% share of PAGA Penalties (\$2,500.00) by the total number of PAGA Pay Periods worked by all
6 Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
7 Employee's PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of
8 service, the LWDA has been served with this motion and the Agreement.

9 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
10 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
11 is “fair, adequate, and reasonable”. (Preliminary Approval Order at ¶ 4.) In sum, the Settlement valued
12 at \$450,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
13 liability and class certification in this case were far from certain in light of the defenses asserted by
14 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
15 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
16 reasonable and adequate, and should be finally approved.

17
18 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
19 dated May 22, 2025 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
20 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On June 26,
21 2025, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
22 each class member with the terms of the Settlement, including notice of the claims at issue and the
23 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being
24 sought, how individual settlement awards would be calculated, and the specific, estimated payment
25 amount to that individual. See Nava Decl. ¶ 7, Exh. A. In disseminating the notice, the Administrator
26

27 ¹ The 75/25 allocation is required by Labor Code § 2699, because this action was filed and the
28 PAGA Notice was sent before June 2024, so it is not subject to the amended version of Labor Code §
2699.

1 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,
2 there have been no objections and no requests to opt-out. Nava Decl. ¶¶ 11-12. As such, the entire Class
3 (100%) will participate in the Settlement and will be sent a settlement check. *See* Nava Decl. at ¶¶ 13-15.

4
5 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
6 Class Members were not properly paid all overtime wages for hours worked and at the correct rate of pay,
7 were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were
8 not timely paid earned wages, were not provided reimbursement for required expenses, were not provided
9 accurate itemized wage statements, were not pay all sick wages and the correct rate of pay, and were not
10 paid all wages at the time of termination. The Action seeks unpaid wages, penalties, attorney fees,
11 litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiff and the other
12 Class Members by virtue of the foregoing claims.

13
14 6. Procedural History of the Litigation

15 (a) On February 9, 2024, Plaintiff filed with the LWDA and served on Defendant a
16 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
17 penalties on behalf of Aggrieved Employees for various Labor Code violations.

18 (b) On March 27, 2024, Plaintiff filed a class action Complaint against Defendant in the
19 Superior Court of the State of California, County of SanMateo, case no. 24-CIV-01894 (the "Class Action
20 Complaint"). Plaintiff's Class Action Complaint asserted claims against Defendant for: (1) unfair
21 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages
22 in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in
23 violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in
24 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation
25 of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in
26 violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses in
27 violation of California Labor Code § 2802; and, (8) failure to pay sick pay wages in violation of
28 California Labor Code §§ 201-204, 233, and 246. On October 8, 2024, Plaintiff filed a separate

1 representative action complaint against Defendant in the Superior Court of the State of California, County
2 of San Mateo, case no. 24-CIV-06261, asserting a single cause of action brought pursuant to the Private
3 Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA Complaint"), seeking civil penalties for
4 violations of Labor Code Sections 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246,
5 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, California Code of Regulations, Title 8,
6 Section 11040, Subdivision 5(A)-(B), and Section 1 1070(14), and the applicable Industrial Welfare
7 Commission Wage Order(s) (the "PAGA Action").

8 (c) As part of this Agreement, on February 24, 2025 the Parties filed a stipulation for
9 leave to file a First Amended Class and Representative Action Complaint in the Class Action that adds
10 the claims and allegations from the PAGA Action and adds a class claim for failure to timely pay final
11 wages at termination pursuant to California Labor Code section 203. The First Amended Class and
12 Representative Action Complaint will be the operative complaint in the Action (the "Operative
13 Complaint").

14 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
15 including informal discovery and the production of documents, class data, and other information,
16 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The
17 information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) payroll data
18 and time punch data for the Class covering 223 employees, 57,437 shifts and 14,204 workweeks, which
19 is nearly all of the Class data and required only minimal extrapolation to ; (3) Defendant's wage and hour
20 policies; (4) the employment files for the Plaintiff; and, (5) samples of wage statements provided by
21 Defendant. As such, Class Counsel received the data and information for the Class, which was sufficient
22 for Plaintiff's expert to prepare the valuations of the claims for the Class.

23 (e) Class Counsel has extensive experience in litigating wage and hour class actions in
24 California. The Parties have vigorously litigated the Action since inception. During the course of
25 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
26 Defendant have engaged in significant research and investigation in connection with the Action. Class
27 Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and utilized
28 an expert to perform an analysis of the data and valuation of the claims.

1 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a
2 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
3 documents and information in connection with the Action. On November 21, 2024, the Parties
4 participated in an all-day mediation presided over by Michael Dickstein, a respected and experienced
5 mediator of wage and hour class actions. Following the mediation, the Parties agreed to settle the Action
6 based upon a mediator's proposal which was memorialized in the form of a Memorandum of
7 Understanding. The Parties then negotiated the final terms of the settlement as set forth in the
8 Agreement. At all times, the negotiations were arm's length and contentious.

9 (g) Although a settlement has been reached, Defendant denies any liability or
10 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for any
11 purpose other than settlement, the Action is appropriate for class and/or representative treatment.
12 Defendant contends, among other things, that it has complied at all times with the California Labor Code,
13 applicable Wage Order, and all other laws and regulations. Further, Defendant contends that class
14 certification is inappropriate for any reason other than for settlement. Plaintiff contends that Defendant
15 violated California wage and hour laws. Plaintiff further contends that the Action is appropriate for class
16 certification on the basis that the claims meet the requisites for class certification. Without admitting that
17 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
18 purposes only. (Agreement at ¶ 13.1.) The Parties agree that certification for settlement purposes is not
19 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
20 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
21 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
22 with respect to the Class are satisfied.

23 (h) Class Counsel has conducted an investigation into the facts of the class action.
24 Informal discovery was obtained, which included the production of relevant documents and data. Class
25 Counsel engaged in a thorough review and analysis of the relevant documents and data with the assistance
26 of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
27 information to make an informed judgment regarding the likelihood of success on the merits and the
28 results that could be obtained through further litigation. In addition, Class Counsel previously negotiated

1 settlements with other employers in actions involving nearly identical issues and analogous defenses.
2 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
3 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
4 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
5 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
6 appellate issues.

7

8 7. History of Settlement Discussions

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

15 (b) The Parties attended an arms-length mediation session with Michael Dickstein, a respected
16 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
17 for the mediation, Defendant provided Class Counsel with payroll, time and employment data, along with
18 other information regarding the Class Members, various internal documents, and other compensation and
19 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
20 Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement
21 terms were negotiated and set forth in the Agreement now presented for this Court's approval.

22 (c) From November 2024 to February 2025, the initial settlement agreement and exhibits
23 thereto were finalized and executed. On May 22, 2025, the Court issued its Order granting preliminary
24 approved of the settlement as fair, adequate, and reasonable to the Class.

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

27

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

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

21 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
22 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
23 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
24 propriety of class certification, arguing that individual issues precluded class certification. Further, as
25 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
26 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
27 been certified. While other cases have approved class certification in wage and hour claims, class
28 certification in this action was hotly disputed and the maintenance of a certified class through trial was

1 by no means a foregone conclusion.

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

16 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
17 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
18 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
19 to the value of the claims. Based upon 248 Class Members who worked 17,027 work weeks, the Gross
20 Settlement Amount provides an average value of \$1,814.51 per Class Member and \$26.42 per workweek
21 and after deductions the Net Settlement Amount provides an average recovery of \$1,024.23 per Class
22 Member and a recovery of \$14.91 per workweek. The calculations to compensate for the amount due for
23 the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damage expert.
24 As to the Class whose claims are at issue in this Action, Plaintiff used the expert to analyze the data and
25 determine the potential unpaid wages for the employees. The calculations to compensate for the amount
26 due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damage
27 expert. As to the Class whose claims are at issue in this Action, Plaintiff used the expert to analyze the
28 data and determine the potential unpaid wages for the employees. The maximum potential damages were

1 calculated to be \$965,421 for the alleged unpaid wages for off-the-clock work at one hour per week,
2 \$5,011 for alleged underpaid meal priums and sick pay due to the alleged miscalculation of the result rate,
3 \$29,438 for alleged meal period damages based upon a 3.3% potential violation rate for all shifts worked
4 observed in the time records and after deduction for meal premiums already paid by Defendant, \$82,959
5 for alleged rest period damages based upon the same 3.3% potential violation rate that was observed for
6 meal period records, \$24,000 for alleged unreimbursed cell-phone expenses at \$5 per month. The
7 Defendant established that the alternative workweek was lawful negating the alleged overtime violations.
8 Decl. Nordrehaug, ¶6. As a result, the total damage valuation was calculated such that Defendant was
9 subject to a maximum damage claim in the amount of \$1,106,829. As to potential penalties, Plaintiff
10 calculated that potential waiting time penalties were a maximum of \$1,113,178, and potential maximum
11 wage statement penalties were \$341,300.² Defendant vigorously disputed Plaintiff's calculations and
12 exposure theories. Consequently, the Gross Settlement Amount of \$450,000 represents more than 40%
13 of the maximum value of the alleged damages at issue in this case at the time this Settlement was
14 negotiated.³ Importantly, the recent decision that good faith belief of compliance by the employer in
15 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims
16 for waiting time and wage statement penalties, even if wages were owed to the Class. The above
17 maximum calculations should then be realistically risk-adjusted in consideration for both the risk of class
18 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
19 settlement as compared to the potential value of claims in this case and the defenses asserted by

21
22 ² While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
23 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
24 by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest
25 periods or other wages were owed given Defendant's position that Plaintiff and Class Members were
26 properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There
27 is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
28 and when the wages were due.").

³ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug
at ¶33.

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

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
3 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
4 defenses both to liability and to class certification. The maximum and average class member allocations
5 (in addition to their Individual PAGA Payment) are \$3,475.92 and \$1,024.23, respectively. *See Nava*
6 *Decl.* ¶15. Given the complexities of this case, the defenses, along with the uncertainties of proof and
7 appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

13
14 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

17 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
18 fund settlement to be paid by Defendant to the Class in the amount of Four Hundred Fifty Thousand
19 Dollars (\$450,000) (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an
20 award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel
21 Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval
22

23
24 ⁴ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

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

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

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

12
13 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
14 Created for the Benefit of the Class

15 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third
16 of the Gross Settlement Amount of \$450,000 which equals \$150,000 for attorneys’ fees. As part of the
17 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
18 incurred as per Class Counsel's billing statement in an amount not to exceed \$20,000. Finally, Defendant
19 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of
20 \$10,000, as his service awards under the Agreement.

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

26 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
27 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
28 with his fee. The attorney working on a contingent basis can only log hours while working without pay

1 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk
2 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case,
3 the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee
4 market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private
5 enforcement makes the requested award appropriate. This case was litigated on a contingent basis for
6 over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware
7 of other similar cases where the court dismissed the class allegations or denied class certification. Under
8 such circumstances, courts have held that a risk multiplier must be applied to the fee award.

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

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

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

28 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego

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

4 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
5 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
6 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
7 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
8 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
9 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
10 Counsel advanced more than \$26,417.80 in costs which could not have been recovered if this case had
11 been lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not
12 succeeded, as well as other potential negative financial ramifications from having sued Defendant on
13 behalf of the Class. Accordingly, the contingent nature of the fee and the financial burdens on Class
14 Counsel and on Plaintiff also support the requested awards.

15 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
16 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
17 one-third equal to \$150,000 is also established by reference to Class Counsel's lodestar in this matter.
18 **The contemporaneous billing records for Class Counsel evidence that through October 2, 2025,**
19 **Class Counsel's total lodestar is \$90,932.50, with significant additional fees still to be incurred to**
20 **complete final approval and the settlement process.** The requested fee award is therefore currently
21 equivalent to Class Counsel's total lodestar with a reasonable multiplier of less than 1.7, and there will
22 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
23 settlement distribution and reports. Such a multiplier is below the range of multipliers approved in other
24 cases such as *Laffitte* and *Vizcaino*.⁵ As evidenced by the billing, Class Counsel's work was efficiently

25
26 ⁵ See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016)(approving 1/3 fee award with multiplier
27 of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier
28 approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
(2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75
multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from

1 performed and highly successful, and Class Counsel should not be punished for efficient and successful
2 litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is
3 justified under California law.

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

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

25
26 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009)
27 (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66
28 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. FedEx*
Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

1 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
2 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
3 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
4 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
5 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
6 Angeles Sueprior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
7 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
8 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
9 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
10 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
11 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
12 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
13 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
14 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
15 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
16 settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior
17 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
18 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
19 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
20 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
21 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
22 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
23 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
24 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
25 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
26 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
27 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
28 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County

1 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
2 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
3 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
4 a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra
5 Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee
6 award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
7 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee
8 award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing*
9 (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third
10 fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento
11 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee
12 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara
13 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award
14 in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore
15 reasonable in light of the fees that have been awarded in other similar cases.

16 12. **The contemporaneous billing records for Class Counsel evidence that through**
17 **October 2, 2025, Class Counsel's total lodestar is \$90,932.50, with significant additional fees still**
18 **to be incurred to complete final approval and the settlement process.** From February 9, 2024 to
19 October 2, 2025, my firm worked on this matter for over 135 hours, with hourly rates for attorneys
20 ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$90,932.50.
21 The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a
22 reasonable multiplier of less than 1.7, and there will be additional lodestar incurred by Class Counsel to
23 complete the settlement process and manage the settlement distribution and reports. A detailed
24 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
25 Exhibits #3. In addition, Class Counsel will be performing significant additional work that is not
26 included in this lodestar amount, including finalizing the final approval motion, attending the hearing on
27 final approval, and monitoring completion of the settlement process. I expect this additional work will
28 result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the

1 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial
2 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are
3 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A
4 true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates
5 have been approved by Court's throughout California, including the Courts in the Superior Court of
6 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class
7 Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant]
8 community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly
9 rates is further confirmed by comparing such rates with the rates of comparable counsel practicing
10 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
11 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
12 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate
13 billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District
14 of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable
15 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above
16 who is defense counsel in cases currently being prosecuted by Class Counsel. In another example,
17 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class
18 Counsel, charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings,
19 another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755
20 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than
21 these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a
22 percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which
23 will be even less by the completion of the settlement. This is comparable to the multipliers approved in
24 other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

25
26 Litigation Expenses

27 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class
28 Counsel Litigation Expenses Payment of not more than \$20,000.00." Class Counsel requests

1 reimbursement for incurred litigation expenses and costs in the amount of \$20,000. Class Counsel have
2 incurred litigation expenses totaling \$26,417.80 based upon counsel's billing records. These litigation
3 expenses include the expenses incurred for filing fees, mediation expenses, expert expenses (Berger
4 Consulting), and attorney service charges (OneLegal), all of which are costs normally billed to and paid
5 by the client.⁶ The details of the litigation expenses incurred are set forth in my firm's billing statement
6 for this matter, a true and correct copy of which is attached hereto as Exhibits #3. These costs were
7 reasonably incurred in the prosecution of the Action.

8
9 Service Award

10 14. For his service as the sole class representative, Plaintiff should be awarded the agreed
11 service award of \$10,000 in accordance with the Agreement for his time, risk and effort expended on
12 behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
13 payment and there have been no objections to the requested service award. The Plaintiff's declaration in
14 support of this request is attached hereto as Exhibit #5. As the sole representative of the Class, Plaintiff
15 performed his duties to the Class admirably and without exception. Plaintiff worked extensively with
16 Class Counsel during the course of the litigation, responding to numerous requests, searching for
17 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
18 Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond the
19 class release. The Plaintiff's declaration details the involvement, stress and risks he undertook as a result
20 of this Action. Plaintiff also assumed the serious risk that he might possibly be liable for costs and fees
21 to Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having
22 filed a class action on behalf of fellow former employees. Without the Plaintiff's participation,
23 cooperation and information, no other employees would be receiving any benefit. The payment of service
24 awards to successful class representatives is appropriate and the amount of \$10,000 is well within the

25
26 ⁶ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 currently awarded range for similar settlements. The requested award is also reasonable by reference to
2 the amounts that other California courts have found to be reasonable in wage and hour class action
3 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
4 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
5 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
6 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
7 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
8 *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
9 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
10 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
11 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
12 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
13 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
14 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding
15 \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D.
16 Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
17 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service
18 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
19 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
20 No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three
21 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
22 County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
23 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000
24 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
25 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
26 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
27 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
28 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case

1 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
2 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
3 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
4 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
5 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
6 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
7 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
8 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
9 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
10 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
11 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
12 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
13 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
14 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
15 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
16 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
17 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
18 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
19 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
20 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
21 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
22 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
23 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
24 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
25 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
26 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
27 (awarding \$10,000 service award).

28 15. The requested service award is also reasonable in light of the reputational risk that Plaintiff

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

17 16. As a result, Class Counsel respectfully requests approval of the application for award
18 of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of
19 litigation expenses in the amount of \$20,000, and approval of the requested service award to the
20 Plaintiff.

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

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

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

27 ⁹ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)
28 [become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 2nd day of October, 2025, at San Diego, California.

3
4 /s/ Norman Blumenthal
5 NORMAN B. BLUMENTHAL
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EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente

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

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

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

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

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

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

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Edward Young (“Plaintiff”) and defendant Mainspring Energy, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means: Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Edward Young v. Mainspring Energy, Inc.*, Case No. 24-CIV-01894, initiated on March 27, 2024 and pending in Superior Court of the State of California, County of San Mateo (“*Young Class Action*”), as amended to include, among others, the allegations asserted in Plaintiff’s lawsuit seeking penalties pursuant to the Private Attorneys General Act, Labor Code §§ 2698, *et seq.*, against Defendant captioned *Edward Young v. Mainspring Energy, Inc.*, Case No. 24-CIV-06261, initiated on October 3, 2024 and pending in Superior Court of the State of California, County of San Mateo (“*Young PAGA Action*”).
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in California as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in

connection with the Action, including their pre-filing investigation, their filing of the Action, preparation and participating for mediation, all related litigation activities, all settlement work, all post-settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period of time from March 27, 2020 through the Class Period End Date.
- 1.13. “Class Period End Date” shall mean Preliminary Approval, or other such date as determined by Defendant in accordance with Paragraph 9 of this Agreement.
- 1.14. “Class Representative” means the named Plaintiff seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing services in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of San Mateo.
- 1.17. “Defendant” means Mainspring Energy, Inc.
- 1.18. “Defense Counsel means Heather Sager and Heather Shook, Perkins Coie, LLP.

- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after any appeal is dismissed or the appellate court affirms the Judgment and the final approval order is not subject to further appeal and the court of appeal issues a remittitur.
- 1.20. “Final Approval” means the date the Court enters the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees

Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from February 9, 2023 through Preliminary Approval.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s February 9, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Edward Young, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the date the Court enters the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.40. “Released Parties” means Defendant and each of its past, present, and future parents companies, subsidiaries, affiliates, divisions, and agents, and all of their respective employees, principals, managing agents, members, attorneys, directors, officers, board members, investors, partners, legal representatives, accountants, insurers, trustees, administrators, real or alleged alter egos, real or alleged joint employers, predecessors, successors, transferees, and assigns.

- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit their Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Action effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a California non-exempt employee for at least one day.

2. RECITALS

- 2.1. On or about February 9, 2024, Plaintiff send the PAGA Notice to Defendant and the LWDA pursuant to California Labor Code section 2699.3, subd.(a). Defendant denies the allegations set forth in the PAGA Notice.
- 2.2. On March 27, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Mateo, case no. 24-CIV-01894 (the “Class Action Complaint”). Plaintiff’s Class Action Complaint asserted claims that Defendant: (1) violated California Business and Professions Code section 17200, et seq.; (2) failed to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) failed to pay overtime wages in violation of California Labor Code section 510, et seq.; (4) failed to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission Wage Order; (5) failed to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission Wage Order; (6) failed to provide accurate itemized wage statements in violation of California Labor Code section 226; (7) failed to reimburse employees for required expenses in violation of California Labor Code section 2802; and, (8) failed to pay sick pay wages in violation of California Labor Code sections 201-203, 233, and 246 (the “Class Action”).
- 2.3. On October 3, 2024, Plaintiff filed a complaint against Defendant in the Superior Court of the State of California, County of San Mateo, case no. 24-CIV-06261, asserting a single cause of action brought pursuant to the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA Complaint”), seeking civil penalties for violations of Labor Code Sections 201, 202, 203, 204, *et seq.*, 210, 218, 221,

226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Section 11070(14), and the applicable Industrial Welfare Commission Wage Order(s) (the “PAGA Action”).

- 2.4. Plaintiff intends to file a first amended class and PAGA complaint, consolidating the claims alleged in the Class Action and the PAGA Action. The first amendment complaint shall also assert a claim for failure to timely pay final wages at termination pursuant to California Labor Code section 203. The first amended complaint will be the operative complaint in the Action (the “Operative Complaint”).
- 2.5. Defendant denies the allegations in the Class Action Complaint, in the PAGA Complaint, and in the Operative Complaint, denies any failure to comply with the laws identified therein, and denies any and all liability for the causes of action alleged.
- 2.6. On November 21, 2024, the Parties participated in an all-day mediation presided over by Michael E. Dickstein, a respected mediator of wage and hour representative and class actions, which led to this Agreement.
- 2.7. Prior to mediation, Plaintiff obtained sufficient documents and information through informal discovery such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$450,000.00 and no more as the Gross Settlement Amount, and to separately pay any employer-side payroll taxes on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Plaintiff also agrees to hold harmless Defendant and Defense Counsel for any tax liability, including penalties and interest, arising out of or relating to Plaintiff's failure to pay taxes on any amounts paid pursuant to this Agreement.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$150,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of the Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$7,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$7,000.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00)

allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records through mediation, Defendant has represented that the Class consists of approximately 230 Class Members who collectively worked a total of 15,507 Workweeks through November 21, 2024, and 158 Aggrieved Employees who worked a total of 4,096 PAGA Pay Periods.
- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a

Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 15 business days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA payments.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing them that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). Any Participating Class Member who fails to cash a check shall remain bound by the Settlement and the Released Class Claims.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 6. RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and/or the PAGA Notice; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, the PAGA Notice, or ascertained during the Action and released under 6.3, below; (c) any claim for damages, fees, costs, equitable relief, restitution, or for any other kind of remedy, arising out of Plaintiff's relationship with and contacts with the Defendant and Released Parties; (d) any claims in federal, state, or local statutory or common law, including ordinances, regulations, and wage orders relating to Plaintiff's employment with the Defendant and Plaintiff's separation from employment, including, without limitation: (i) claims for any form of harassment, discrimination, retaliation, wrongful termination, or notice regarding employment status, claims under all state and federal equal employment opportunity laws, claims related to the employment relationship including any claims under: all federal and state labor statutes and regulations, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of

1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act; the Family and Medical Leave Act; the Fair Credit Reporting Act; the Uniformed Services Employment and Reemployment Rights Act; the California Family Rights Act; the California Government Code; the California Fair Employment and Housing Act; the Age Discrimination in Employment Act (“ADEA”); the Older Workers Benefit Protection Act (“OWBPA”); the Families First Coronavirus Response Act; the National Labor Relations Act, the Worker Adjustment Retraining and Notification Act of 1988, as amended, and any state and local employment laws regarding COVID-19; the California Privacy Rights Act; and the Constitutions of the State of California and the United States; (ii) claims relating to the payment of wages, salary, compensation, or penalties under any local, state, or federal law, statute, regulation, or ordinance, including any claims under: the California Labor Code; any California Industrial Welfare Commission Wage Order; the Federal Fair Labor Standards Act; and the Equal Pay Act; (iii) breach of contract; breach of the implied covenant of good faith and fair dealing; violation of any privacy right; defamation; libel; slander; intentional and negligent infliction of emotional distress; (iv) any and all claims for equitable relief, restitution, and other money damages and damages; (v) any and all claims for attorney’s fees and/or costs; (vi) any claims arising out of or in any way related to plaintiff’s employment and (vii) any other legal limitation on the employment relationship; and (e) any claims Plaintiff may have related to Plaintiff’s employment with the Defendant including, but not limited to, claims for severance pay, breach of contract, salary, bonus pay, commissions, incentive pay, overtime pay, meal and rest period premiums, final wages, minimum wages, off-the-clock work, sick leave (including, but not limited to, COVID-19 emergency sick leave), penalties, such as penalties for incorrect wage statements, wages due on termination, or any pay, premium, or penalty provided for under the California Labor Code and any other applicable wage-and-hour statute. (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

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

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

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys,

heirs, administrators, successors, and assigns, release Released Parties from any and all claims, rights, demands, liabilities, and causes of action, whether statutory, in tort, contract or otherwise, whether known or unknown, arising during the Class Period, that were asserted, or could have been alleged, based on the facts pleaded in the Operative Complaint and/or ascertained in the course of the Action including any and all claims for: (1) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, et seq., (2) failure to pay minimum and straight time wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to authorize and permit rest periods; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse employees for reasonable business expenses; (8) failure to pay sick wages; and (9) failure to timely pay final wages at termination. Except as set forth in Section 6.3 of this Agreement (which is a release of PAGA claims that applies to Aggrieved Employees and any Participating Class Member who also is an Aggrieved Employee), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims occurring outside the Class Period. For the avoidance of doubt, if a Participating Class Member is also an Aggrieved Employee, the Participating Class Member is also subject to the release set forth in Section 6.3 below. If the Participating Class Member is not an Aggrieved Employee, then the Participating Class Member is not subject to the release set forth in Section 6.3 below.

6.3. Release of PAGA Claims. The State of California and all Aggrieved Employees, including all Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties (that occurred during the PAGA Period) that were asserted or could have been asserted, based on the facts pleaded in the Operative Complaint, and/or the PAGA Notice and/or ascertained in the course of the Action, including any and all PAGA claims for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse employees for reasonable business expenses; (7) failure to pay sick wages; and (8) failure to timely pay final wages at termination.

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

7.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel no later than 7 days prior to the deadline to file the Motion for Preliminary Approval, all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA

Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns, noting that Defendant’s obligation to make payments under this Agreement will not exceed the Gross Settlement Amount.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses.

The Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing the Class Notice that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no

obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the

Participating Class Members' Releases under Paragraph 6.2 and 6.3 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of mediation, the number of Workweeks was approximately 15,507. If the number of Workweeks increase by more than 10% (i.e. more than 1,550.7 additional work weeks such that the total final workweeks being released are greater than 17,057.7), the Gross Settlement Amount shall be either be: (i) increased proportionally by the workweeks in excess of 17,057.7, such that if the workweeks are 12% greater than the certified amount above, the Gross Settlement Amount will increase by 2%, or (ii) the Class Period End Date shall be modified such that the total final Workweeks be no more than 17,057.7, either of the two at Defendant's election.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than

7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency, or (6)

with respect to Defendant, to provide information with respect to resolution to employees/managers/board members regarding the status and facts of settlement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members. The Parties and their attorneys shall not make any public announcements (including press releases, press interviews, internet postings, or social media postings) concerning the Settlement other than seeking the Court’s approval of the Settlement through a motion for preliminary approval and final approval and any related court filings, except that Class Counsel may include publicly-available information about the case in their declarations establishing their qualifications as counsel in other filings.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 13.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than destruction, of Class Data.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Heather Sager
hsager@perkinscoie.com
Heather Shook
hshook@perkinscoie.com
PERKINS COIE
505 Howard St, Ste 1000
San Francisco, CA 94105-3222
Phone: 415-344-7115
Fax: 415-344-7315

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of

Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process from the mediation on November 21, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 02/27/2025


Edward Young II (Feb 27, 2025 20:03 PST)
Plaintiff Edward Young

Dated: _____

[name]
For Defendant Mainspring Energy, Inc.

Dated: 2/28/25


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Heather Sager
Perkins Coie
Attorney for Defendant

Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process from the mediation on November 21, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Edward Young

Dated: March 3, 2025

Signed by:


780EFA738AB741D...
Haben Gottom [name]
For Defendant Mainspring Energy, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: March 3, 2025



Heather Sager
Perkins Coie
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Young v. Mainspring Energy, Inc., Superior Court of the State of California,
County of San Mateo, Case No. 24-CIV-01894***

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Mainspring Energy, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Edward Young (“Plaintiff”). No court or jury has made any determination regarding the merits of Plaintiff’s claims, or that the claim can be pursued as a class action. The Parties have voluntarily reached a settlement to avoid the expenses and disruption of class litigation.

The proposed Settlement has two main parts: (1) a class Settlement whereby Defendant has agreed to fund Individual Class Payments to all individuals who were employed by Defendant in California as a non-exempt employee at any time during the Class Period (March 27, 2020 through _____) who do not submit a valid and timely request to be excluded from the settlement (“Participating Class Members”), and (2) a PAGA settlement whereby Defendant has agreed to fund the PAGA Penalties to pay civil penalties to the California Labor and Workforce Development Agency (“LWDA”) and to all individuals who were employed by Defendant in California as a non-exempt employee at any time during the PAGA Period (February 9, 2023 through _____) (“Aggrieved Employees”).

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

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

The Court has already preliminarily approved the proposed settlement and approved this Notice, meaning that the Court has preliminarily determined that the settlement is fair and

reasonable. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment reflecting the terms of the settlement, under which Defendant will make payments under the settlement and Participating Class Members and Aggrieved Employees will give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed settlement and be eligible for an Individual Class Payment, and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the class settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Released Class Claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed settlement and you will be bound by the PAGA Release Claims.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims against Defendant, as described in Section 4 below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid an Individual PAGA Payment (if

	applicable) and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed settlement. The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the settlement and/or the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Mateo County Superior Court, located at 400 County Center, Redwood City, CA 94063, in Department 4 and Courtroom 4C before Judge Nancy L. Fineman. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline _____ (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiff was an employee of Defendant. The Action claims that Defendant violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide required expense reimbursement, failing to provide accurate

itemized wage statements, failing to provide wages when due, failure to pay sick wages, and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”). The First Amended Class and Representative Action Complaint filed on _____, 2025 is the Operative Complaint in the Action.

Defendant strongly denies violating any laws and maintains that it has paid all employees all wages and sick pay due and in a timely manner, provided all required meal and rest breaks, paid all required expense reimbursements, and furnished accurate wage statements.

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

All individuals who were employed by Defendant in California as a non-exempt employee at any time during the Class Period (March 27, 2020 through _____) (the “Class”).

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

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants has agreed to pay an “all in” amount of **Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) (“Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 15 business days after the Effective Date. The “Effective Date”

means the date the Judgment is entered, unless there are objections or an appeal, in which case it is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments to Class Counsel, to Plaintiff, to the Administrator, and the PAGA Penalties, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Participating Class Members. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$ [REDACTED] for expenses, including expenses of notifying the Class Members of the settlement, processing opt outs, and distributing settlement checks and tax forms.
- Class Counsel's Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$150,000.00, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000.00. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000.00 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$10,000.00 relating to the PAGA claims, \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$2,500.00 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is February 9, 2023 through [REDACTED].

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

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

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment and/or Individual PAGA Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment. If you do not inform the Administrator of an updated address, the Administrator’s mailing of your settlement check to the address on file shall be deemed sufficient proof of delivery of your settlement proceeds.

Tax Matters. Fifty Percent (50%) of each Participating Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Fifty Percent (50%) of each Participating Class Member’s Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due (collectively, the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. Although Plaintiff and Defendant have agreed to these allocations, neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute advice regarding whether your payments are taxable or how much you might owe in taxes. The tax issues for each Participating Class Member are unique to each individual, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the settlement.

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks remitted to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, [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 8 of this Notice.

4. What Do I Release Under the Settlement?

Participating Class Members' Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are any and all claims, rights, demands, liabilities, and causes of action, whether statutory, in tort, contract or otherwise, whether known or unknown, arising during the Class Period, that were asserted, or could have been alleged, based on the facts pleaded in the Operative Complaint and/or ascertained in the course of the Action including any and all claims for: (1) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, et seq., (2) failure to pay minimum and straight time wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to authorize and permit rest periods; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse employees for reasonable business expenses; (8) failure to pay sick wages; and (9) failure to timely pay final wages at termination. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims occurring outside the Class Period.

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

Aggrieved Employees' Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all Aggrieved Employees (including all Non-Participating Class Members who are Aggrieved Employees) and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties (that occurred during the PAGA Period) that were asserted or could have been asserted based on the facts pleaded in the Operative Complaint and/or the PAGA Notice and/or ascertained in the course

of the Action, including any and all PAGA claims for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse employees for reasonable business expenses; (7) failure to pay sick wages; and (8) failure to timely pay final wages at termination,. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and claims outside of the PAGA Period.

Released Parties. The "Released Parties" are Defendant and each of its past, present, and future parents companies, subsidiaries, affiliates, divisions, and agents, and all of their respective employees, principals, managing agents, members, attorneys, directors, officers, board members, investors, partners, legal representatives, accountants, insurers, trustees, administrators, real or alleged alter egos, real or alleged joint employers, predecessors, successors, transferees, and assigns.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendant's records reflect that you worked << _____ >> Workweeks during the Class Period (March 27, 2020 through _____).

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

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA 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.

Defendant's records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (February 9, 2023 through _____). Based on this information your estimated Individual PAGA Payment is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on the Parties' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Class Notice has the Administrator's contact information.

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

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

To opt out, you must submit to the Administrator a written, signed, and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline, or it will be invalid. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Young v. Mainspring Energy, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Young v. Mainspring Energy, Inc.*, Case No. 24-CIV-01894. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the settlement. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Class Counsel Fees, Class Counsel Litigation Expenses, and the Class Representative Service Award may wish to object to the Settlement. **The Response Deadline for sending written objections to**

the Administrator is _____ [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Young v. Mainspring Energy, Inc.*, Case No. 24-CIV-01894, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant, and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure. Instructions on how to do so are available on the Court's website at https://www.sanmateocourt.org/court_divisions/civil/. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Class Counsel and their contact information is as follows:

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

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 4 Courtroom 4C of the Superior Court of California, County of San Mateo, at 400 County Center, Redwood City, CA 94063, before Judge Nancy L. Fineman. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court Connect procedure at

https://www.sanmateocourt.org/court_divisions/civil/. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Internet via the Case Inquiry page for the California Superior Court for the County of San Mateo (<https://odyportal-ext.sanmateocourt.org/portal-external>) and entering the Case No. 24-CIV-01894.

10. How Can I Get More Information?

You may call the Administrator at [REDACTED] or write to *Young v. Mainspring Energy, Inc.* Administrator, c/o [REDACTED].

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other settlement documents by reaching out to the Administrator or by going to the Administrator's website at <<_____>>., You may also examine the Court's file on the Internet via the Case Inquiry page for the California Superior Court for the County of San Mateo (<https://odyportal-ext.sanmateocourt.org/portal-external>) and entering the Case No. 24-CIV-01894. If you wish to view the Court files in person, you do so at the Clerk's Office at 400 County Center, Redwood City, CA 94063.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 09/30/2025
Due On: 10/30/2025

Edward Young
5571 Walnut Blossom Drive Apt 8
San Jose, CA 95123

CA3201

Mainspring Energy

Services

Attorney	Date	Notes	Quantity	Rate	Total
SB	01/31/2024	Initial review of employment file, prepare case analysis, discuss w/ ND	2.80	\$450.00	\$1,260.00
SB	02/01/2024	Review prior filings v. Defendant, advise ND	2.80	\$450.00	\$1,260.00
SB	02/06/2024	Draft complaint	2.80	\$450.00	\$1,260.00
SB	02/09/2024	Draft PAGA letter and case notes	2.80	\$450.00	\$1,260.00
CL	03/13/2024	Email form H. Sager re: proposed mediators; Discuss with Adolfo Stipulation to Stay Pending Mediation.	0.30	\$750.00	\$225.00
ASC	03/20/2024	Receive and send email to C. Kruk (Dickstein) re mediation details for reservation and list of participants for conflict check	0.50	\$450.00	\$225.00
RE	03/24/2024	Review case notes/damage analysis	0.75	\$675.00	\$506.25
RE	03/24/2024	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	03/25/2024	Review, edit & revise class action complaint; finalize draft	2.75	\$675.00	\$1,856.25
RE	03/27/2024	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	03/27/2024	Review & finalize class action complaint package; file in San Mateo Sup. Ct.	0.70	\$675.00	\$472.50

RE	03/29/2024	Review court-returned documents re class action; review docket; memo to firm re judicial/ department assignment & status of initial case management conference	0.50	\$675.00	\$337.50
CL	03/29/2024	Receipt and review Notice of Case Assignment and CMC.	0.30	\$750.00	\$225.00
CL	04/01/2024	Email from/to M. Goldberg re Notice and Acknowledgement of Receipt and service; Discuss with Rico and AJ re: same.	0.30	\$750.00	\$225.00
ASC	04/01/2024	Review email from M. Goldberg re service; discuss strategy re stipulation to stay with C. LeVu	0.40	\$450.00	\$180.00
YS	04/03/2024	Review file for stip to stay pending mediation. Draft shell for stip to stay pending med.	0.60	\$250.00	\$150.00
ASC	04/10/2024	Revise stipulation to stay pending mediation, email to H. Sager for review	0.60	\$450.00	\$270.00
RE	04/17/2024	Review file; prep docs for service of process re class action; prep Notice & Acknowledgment of Receipt; email docs to OPC; instruct staff to mail hard copies per code	0.75	\$675.00	\$506.25
ASC	04/17/2024	Finalize and execute Stipulation to stay pending mediation; Email to H. Sager re filing	0.50	\$450.00	\$225.00
ASC	04/17/2024	Email to H. Springs re accepting service via NAR	0.30	\$450.00	\$135.00
YS	04/30/2024	[Class] Update internal spreadsheets with case: monthly, master, discovery, and class sheet. Add flowchart to file.	0.50	\$250.00	\$125.00
ASC	05/09/2024	Review status of service and defendant's responsive pleading; Follow up with H. Sager re status of executed NAR and stipulation to stay pending mediation	0.40	\$450.00	\$180.00
ASC	05/14/2024	Review email from J. Porras re executed NAR; email to Y. Silva for filing	0.80	\$450.00	\$360.00
YS	05/30/2024	Finalize the signed NAR for service. Prepare POS. File via Onelegal. Email to OPC re NAR. Email to Court Docs for circulation.	0.50	\$250.00	\$125.00
ASC	05/31/2024	Review email from J. Porras re filed stipulation to stay and Defendant's notice of appearance, confirm NAR submitted	0.60	\$450.00	\$270.00
KN	06/05/2024	Review emails; review stip; advise staff	0.30	\$950.00	\$285.00
VR	06/05/2024	Review and Revise: review and revise stipulation re stay; draft stipulation re 5-year rule; correspondence to Def	1.10	\$750.00	\$825.00

ASC	06/17/2024	Verify status of stipulation to stay and CMC, review court's website, CMC continued to 12/17/24, confirm no CMS due today	0.30	\$450.00	\$135.00
ASC	07/03/2024	Draft mediation data request	1.00	\$450.00	\$450.00
ASC	07/08/2024	Finalize and serve mediation data request via email	0.30	\$450.00	\$135.00
ASC	08/20/2024	Receive and respond to email from G. Zaldivar re status of case and chances of settlement	0.40	\$450.00	\$180.00
SB	08/29/2024	Review complaint, analyze, advise ND	2.80	\$450.00	\$1,260.00
YS	09/23/2024	Review Plaintiff's documents. Organize and add bates stamps. Update exhibit book.	0.50	\$250.00	\$125.00
AB	09/23/2024	Prep and appear for call w/ mediator and defense attorney.	2.00	\$895.00	\$1,790.00
RE	10/02/2024	Draft PAGA only complaint	4.50	\$675.00	\$3,037.50
RE	10/03/2024	Draft summons & civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50
RE	10/03/2024	Review & finalize PAGA only complaint package; file in San Mateo Sup. Ct.	0.75	\$675.00	\$506.25
RE	10/03/2024	Review court returned docs re PAGA action; review docket; memo to firm re judicial/department assignment & status of initial case management conference	0.50	\$675.00	\$337.50
ASC	10/21/2024	Email to H. Shook re Mediation Data Request	0.30	\$450.00	\$135.00
YS	10/22/2024	Review Def's mediation data, download, and update file. Create box folder for expert. Email to expert. Update exhibit book with Def's documents.	1.00	\$250.00	\$250.00
ASC	11/01/2024	Email expert re status of Mediation Data analysis and ETA	0.30	\$450.00	\$135.00
ASC	11/07/2024	Call and email to E. Young re intake notes for mediation	1.00	\$450.00	\$450.00
ASC	11/07/2024	Multiple communications with expert multiple times for mediation analysis	1.00	\$450.00	\$450.00
ASC	11/08/2024	Talk to Plaintiff re mediatio notes	1.00	\$450.00	\$450.00
ASC	11/08/2024	Edit case notes	1.00	\$450.00	\$450.00
ASC	11/08/2024	Review email from H. Shook re data produced for mediation included additional individuals	0.30	\$450.00	\$135.00
ASC	11/11/2024	Review Defendant's production of documents, policies, spreadsheets and data points for	2.00	\$450.00	\$900.00

mediation					
SB	11/14/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
ASC	11/18/2024	Review email from H. Shook re data produced for mediation included additional individuals	0.30	\$450.00	\$135.00
AB	11/21/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
SB	11/21/2024	Attend mediation	8.00	\$450.00	\$3,600.00
CL	11/25/2024	Draft Joint Case Management Conference and Trial Setting Conference Statement; Discuss with AJ re: MOU; Email to H. Sager re: revisions to Joint Case Management Conference and Trial Setting Conference Statement	1.70	\$750.00	\$1,275.00
CL	11/25/2024	Email from/to H. Shook re: signed MOU and Joint Case Management Conference and Trial Setting Conference Statement.	0.30	\$750.00	\$225.00
CL	11/25/2024	Email from/to J. Porras re signed MOU; Receipt and review of signed MOU.	0.30	\$750.00	\$225.00
CL	11/26/2024	Email from/to H. Shook re: revisions to Joint Case Management Conference and Trial Setting Conference Statement; Receipt and revise Defendant's revisions to same.	0.30	\$750.00	\$225.00
CL	11/26/2024	Revise and finalize Joint Case Management Conference and Trial Setting Conference Statement.	0.30	\$750.00	\$225.00
YS	11/26/2024	Finalize Joint Case Management and Trial Setting Statement for service. Prepare POS. File via Onelegal. Email to OPC re statement. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	11/26/2024	Email from/to J. Porras re: recalled document and confirmation of deletion.	0.20	\$750.00	\$150.00
ASC	12/09/2024	Review status of settlement agreement and reservation of MPA hearing in connection with service payment declaration	0.30	\$450.00	\$135.00
VR	12/17/2024	Review and Analyze: review and analyze CMC statement; review court's orders and docket; review correspondence between parties; review MOU; court appearance at CMC	1.10	\$750.00	\$825.00
VR	12/18/2024	Draft: draft longform settlement agreement; review complaints; review MOU; review correspondence between parties; review mediation brief; advise KN; correspondence to Def	4.40	\$750.00	\$3,300.00
KN	12/19/2024	Analysis of release issue from VR; advise VR	0.50	\$950.00	\$475.00

VR	12/19/2024	Draft: draft settlement agreement; draft amended complaint; draft stipulation to amend; correspondence to Def	3.40	\$750.00	\$2,550.00
YS	12/30/2024	Update internal monthly and discovery spreadsheet with PAGA case. Create courtlinks alert for PAGA case -- case not available. Create courtlinks alert for Class case -- not able to get updates from the court at the moment but will start when court updates sends updates.	0.40	\$250.00	\$100.00
VR	01/13/2025	Receipt and Review of Correspondence: review correspondence between parties; review settlement agreement; review FAC	0.30	\$750.00	\$225.00
KN	02/07/2025	Draft Exhibits to Agreement; review prior exhibits accepted in San Mateo Court; email to Defendant	4.00	\$950.00	\$3,800.00
KN	02/12/2025	Review Defendant's revisions to the draft Agreement; review law and model form; advise staff; review Defendant revisions to the exhibits; review and revise exhibits.	2.50	\$950.00	\$2,375.00
ASC	02/14/2025	Review and respond to email from Plaintiff re status update and mediation date	0.40	\$450.00	\$180.00
VR	02/17/2025	Review and Revise: review and revise settlement agreement; review and revise complaint and stipulation; review correspondence between parties; correspondence to Def; review MOU; advise NBB	2.30	\$750.00	\$1,725.00
KN	02/19/2025	Review draft Agreement; review issues raised by VR; analysis of issues; advise VR; prepare approval outline	1.25	\$950.00	\$1,187.50
VR	02/20/2025	Draft Case Management Statement: review case file; review correspondence between parties; review settlement agreement and status; review court's orders and docket; draft CMC statement	1.50	\$750.00	\$1,125.00
YS	02/21/2025	Finalize Ps CMS for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
KN	02/24/2025	draft motion for preliminary approval; analysis of Kullar issues; email draft motion to the Defendant.	3.75	\$950.00	\$3,562.50
YS	02/24/2025	Finalize stip to file FAC -- attach and book mark PAGA notice to exhibit. Prepare POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
KN	02/27/2025	Review Defendant email and revisions to the Agreement; review and revise Agreement for final; review exhibits and revise to confirm to final Agreement; emails to Defendant; memo to staff	1.50	\$950.00	\$1,425.00

KN	02/27/2025	Draft declaration ISO motion; memo to Admin for their declaration; memo to staff regarding client decl.	2.75	\$950.00	\$2,612.50
ASC	02/27/2025	Email to G. Zaldivar re mediation questions and status update	0.30	\$450.00	\$135.00
ASC	02/27/2025	Draft declaration of E. Young iso of MPA; reach out to client for signature	1.00	\$450.00	\$450.00
KN	02/28/2025	Review revisions to proposed order; finalized proposed order; prepare signed Agreement with exhibits; email Defendant; discuss with staff	0.75	\$950.00	\$712.50
ASC	03/03/2025	Review email from G. Zaldivar re questions about mediation; provide update to client	0.40	\$450.00	\$180.00
VR	03/04/2025	Review and Analyze: review court's orders and docket; review motion for settlement approval; review declaration from plaintiff; advise KN and ASC	0.60	\$750.00	\$450.00
KN	03/04/2025	Review and revise Motion; file and serve motion	2.00	\$950.00	\$1,900.00
ASC	03/04/2025	Follow up with Plaintiff re declaration iso MPA	0.50	\$450.00	\$225.00
YS	03/07/2025	Review status of case, Confirm 3/10 CMC on calendar, continued to 7/7, download order continuing CMC, update file, email to Chrystal for calendaring, confirm new date on calendar	0.40	\$250.00	\$100.00
YS	03/11/2025	Finalize FAC for service. Prepare POS. File via Onelegal. Email to OPC re FAC. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	03/19/2025	Download filed stamped FAC, update file, upload to the LWDA portal. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
YS	05/09/2025	Review status of case, Confirm 5/13 MPA hearing on calendar	0.10	\$250.00	\$25.00
KN	05/12/2025	Review status; download filed documents	0.50	\$950.00	\$475.00
CL	05/13/2025	Email form Dept 4 regarding Tentative Rulilng.	0.20	\$750.00	\$150.00
KN	05/13/2025	Review tentative ruling; emails with Def; email clerk; review proposed order for final; finalize revised class notice; file and serve documents	1.50	\$950.00	\$1,425.00
CL	05/16/2025	Email from M. Nava re: settlement administration timeline.	0.30	\$750.00	\$225.00
KN	05/22/2025	Review email; respond to Court; review signed order; memo to Admin	0.50	\$950.00	\$475.00
VR	05/23/2025	Review and Analyze: review court's orders and docket; review motion for preliminary approval;	0.50	\$750.00	\$375.00

advise KN					
CL	06/18/2025	Email to H. Sager re Joint CMS; Prepare Joint CMS and review and analyze Preliminary Approval Order.	0.80	\$750.00	\$600.00
CL	06/18/2025	Email to H. Sager re: follow-up re Joint CMS.	0.30	\$750.00	\$225.00
YS	06/19/2025	Prepare request for dismissal form for PAGA case	0.40	\$250.00	\$100.00
YS	06/19/2025	Finalize request for dismissal of the PAGA action for service. Prepare POS. File via Onelegal. Email to OPC re RFD. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	06/20/2025	Draft Request for Dismissal of PAGA Action; Emails from/to H. Sager re: Joint CMS and dismissal; Discuss with Kyle re: same.	0.70	\$750.00	\$525.00
BW	06/24/2025	Review and analyze docket re Class Action for deadline to file stip to ADR in PAGA action	0.20	\$750.00	\$150.00
KN	06/24/2025	Review Admin email and formatted class notice; review spreadsheet calculations and double check figures; respond to Admin email	0.50	\$950.00	\$475.00
BW	06/24/2025	Review and analyze minute order continuing CMC for deadline to file stip to ADR in PAGA action	0.20	\$750.00	\$150.00
BW	06/24/2025	Review and analyze minute order continuing February 2025 CMC for deadline to file stip to ADR in PAGA action	0.20	\$750.00	\$150.00
BW	06/24/2025	Draft and send email to att'y C. LeVu re strategy and deadline to file stip to ADR and proposed order	0.30	\$750.00	\$225.00
BW	06/24/2025	Review and analyze MOU, settlement agreement, and preliminary approval motion re strategic next steps	0.50	\$750.00	\$375.00
CL	06/26/2025	Email from H. Shook re: meet and confer re: approval of admin calculations	0.30	\$750.00	\$225.00
YS	06/26/2025	Download filed stamp request for dismissal of the PAGA action, update to file, email to Court Docs for circulation/calendaring.	0.30	\$250.00	\$75.00
YS	07/10/2025	Review courtlinks alert re upcoming events: 10/28 MFA hearing. Confirm it is calendared.	0.10	\$250.00	\$25.00
CL	07/17/2025	Email from N. Ayala re: status report detailing the mailed notices and received responses	0.20	\$750.00	\$150.00
CL	08/14/2025	Email from N. Ayala re: meet and confer re: status report of settlement administration.	0.30	\$750.00	\$225.00

CL	08/22/2025	Email from N. Ayala re: status report detailing the mailed notices and received responses re settlement; Receipt and review status report detailing the mailed notices and received responses re settlement.	0.30	\$750.00	\$225.00
CL	09/19/2025	Draft Notice of Motion for Final Approval; Draft Memorandum of Points and Authorities in support of Motion for Final Approval.	3.40	\$750.00	\$2,550.00
KN	09/24/2025	Review Admin draft declaration; email Admin; review revised declaration; update proposed order	1.25	\$950.00	\$1,187.50
KN	09/25/2025	Review and revise motion for final approval; memo to CL; email draft motion to Defendant; review billing for accuracy	2.25	\$950.00	\$2,137.50
CL	09/26/2025	Draft Declaration of N. Blumenthal in Support of Motion for Final Approval.	2.30	\$750.00	\$1,725.00
YS	09/29/2025	Populate tables of authorities and contents for MFA.	1.00	\$250.00	\$250.00
KN	10/01/2025	Review and revise Declaration ISO motion; review and prepare final exhibits	1.00	\$950.00	\$950.00
KN	10/02/2025	Review and revise motion; prepare motion for final; file and serve motion; served LWDA.	2.00	\$950.00	\$1,900.00
				Quantity Subtotal	135.1
				Services Subtotal	\$90,932.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	02/09/2024	PAGA Filing fee	1.00	\$75.00	\$75.00
Expense	03/27/2024	Mediation Fee - Dickstein Dispute Resolution.	1.00	\$16,200.00	\$16,200.00
Expense	03/28/2024	Onelegal/court fees	1.00	\$1,496.58	\$1,496.58
Expense	05/30/2024	One Legal - NAR	1.00	\$19.12	\$19.12
Expense	10/03/2024	One Legal/Court Fees	1.00	\$469.48	\$469.48
Expense	12/05/2024	Expert Fees - Berger Consulting Group.	1.00	\$7,605.00	\$7,605.00
Expense	02/25/2025	One Legal Filing Fees	1.00	\$22.87	\$22.87
Expense	02/26/2025	One Legal Filing Fees	1.00	\$44.55	\$44.55
Expense	03/04/2025	One legal charge	1.00	\$113.58	\$113.58
Expense	03/06/2025	OneLegal filing charge for motion.	1.00	\$116.83	\$116.83

Expense	03/12/2025	One Legal Filing Fees	1.00	\$22.87	\$22.87
Expense	05/13/2025	One legal charge	1.00	\$98.09	\$98.09
Expense	05/22/2025	One legal filing charge	1.00	\$23.63	\$23.63
Expense	10/01/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal					\$26,367.60

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	12.0	\$895.00	\$10,740.00
Scott Blumenthal	24.6	\$450.00	\$11,070.00
Ricardo Ehmann	14.7	\$675.00	\$9,922.50
Christine LeVu	13.1	\$750.00	\$9,825.00
Kyle Nordrehaug	28.8	\$950.00	\$27,360.00
Victoria Rivapalacio	15.2	\$750.00	\$11,400.00
Brooke Waldrop	1.4	\$750.00	\$1,050.00
Adolfo Sanchez Contreras	16.2	\$450.00	\$7,290.00
Yesenia Silva	9.1	\$250.00	\$2,275.00
Quantity Total			135.1
Subtotal			\$117,300.10
Total			\$117,300.10

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/30/2025	\$117,300.10	\$0.00	\$117,300.10
Outstanding Balance				\$117,300.10
Total Amount Outstanding				\$117,300.10

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

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

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

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

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

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

EXHIBIT #5

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

EDWARD YOUNG, an individual, on
behalf of himself and on behalf of all
persons similarly situated,

Plaintiff,

vs.

MAINSRING ENERGY, INC., a
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 24-CIV-01894

**DECLARATION OF EDWARD YOUNG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Hearing Date: May 13, 2025

Hearing Time: 2:00 p.m.

Judge: Hon. Nancy L. Fineman

Dept: 4

Courtroom: 4C

Date Filed: March 27, 2024

Trial Date: Not set

DECLARATION OF EDWARD YOUNG IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 I, Edward Young, declare as follows:

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

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

7 3. During the class period I have worked as a Production Associate/Pilot Manufacturer for the
8 Defendant Mainspring Energy, Inc. ("Mainspring") ("Defendant") in California and during that
9 time period I have been classified by Defendant as a non-exempt employee.

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

17 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
18 because I felt that my legal rights as an employee and others like me were violated. I often did not
19 receive compliant meal and rest breaks which were late, interrupted or missed entirely. For
20 example, I had to install an app on my personal cell phone to clock in and out, including for meal
21 breaks. The app has a pre-set 30-minute period, therefore all my meal periods were exactly 30
22 minutes long on paper, even if my meal period was shorter. The app also rounded time to quarter
23 hour increments, so it would not capture all my time worked accurately. I also did not receive all
24 the meal and rest break premiums I was entitled to. Further, Defendant did not compensate me for
25 the use of my personal cell phone, which I was required to monitor while off the clock after hours
26 and during the weekends.

27 6. I spoke to my attorneys several times and discussed how Defendants implemented their

28
DECLARATION OF EDWARD YOUNG IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

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

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

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

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

26 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
27 to date on important developments by reviewing court filings that were made available to me

28
DECLARATION OF EDWARD YOUNG IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 electronically as I described above.

2 11. A mediation took place on November 21, 2024 with Michael E. Dickstein, a well-
3 respected and experienced mediator of wage and hour class actions. During the mediation, the
4 parties were able to reach an agreement to settle the action. I communicated with my attorneys
5 regarding the terms of the settlement which was reached between the parties and understood that I
6 was representing absent class members and therefore wanted the best possible result to be obtained
7 for the class members and I believe a very positive result was in fact achieved via settlement. I
8 reviewed and signed the Memorandum of Understanding on November 24, 2024, and when the
9 final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed
10 on February 27, 2025.

11 12. I have been actively involved with this lawsuit performing the duties described above.
12 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
13 filings, and spent a significant amount of time on the issues presented during the lawsuit and in the
14 settlement process. I estimate that I spent approximately 30-40 hours working on this case up
15 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
16 and a proposed class representative to date, and will continue to do so. I have and always will
17 maintain the best interest of the class members.

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

22 14. I believe I did the right thing by filing this case on behalf of the class members who,
23 subject to court approval, are in line to receive monetary payments as a result of this case and
24 settlement. This is money they may never have ever gotten if I did not pursue this action on their
25 behalf. I feel significant personal satisfaction to know that I played a role in the class members
26 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
27 requested Class Representative Service Payment of \$10,000 from the settlement is fair

28
DECLARATION OF EDWARD YOUNG IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 compensation for the work I performed and the risks I undertook.

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

5 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing my
6 employer, the exposure to being responsible for paying Defendants' costs in the event we did not
7 win the case, the reputational risk that future employers may hold this lawsuit against me, the
8 general release and in light of the size of the settlement, I believe the request for \$10,000 as a
9 Class Representative service payment is fair and reasonable.

10 ///

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

3
4 Executed on 03/04/2025, at Rancho Cucamonga California.
5 (city, state)

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[Edward Young II \(Mar 4, 2025 09:59 PST\)](#)

7 Edward Young

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DECLARATION OF EDWARD YOUNG IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT