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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

TAIREN WALKER, an individual on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

GSF PROPERTIES, INC., a California
corporation; PACIFIC PINES, an entity of
unknown origin; and DOES 1 through 50,
inclusive,

Defendants.

Case No. BCV-24-100950

Honorable Thomas S. Clark
Department 17

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENTS, AND
SETTLEMENT ADMINISTRATION
COSTS**

Date: May 20, 2026
Time: 8:30 a.m.
Dept: 17
Address: 1415 Truxton Ave.
Bakersfield, CA 93301

Complaint Filed: March 15, 2024
FAC Filed: May 20, 2024
SAC Filed: October 16, 2025
Trial Date: Not Set

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7 Attorneys for Plaintiff Laila Droubi and the Class
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1 **DECLARATION OF ALEXANDRA ROSE**

2 I, Alexandra Rose, declare and state as follows:

3 1. I am an attorney duly licensed to practice law in all Courts of the State of California. I
4 am a member of Blackstone Law, APC, attorneys of record for Plaintiff Laila Droubi (“Plaintiff
5 Droubi”). I have personal knowledge of the facts contained herein, and, if called to testify, I could
6 and would competently do so.

7 **Procedural History of the Actions**

8 2. On December 13, 2023, Plaintiff Droubi filed a Class Action Complaint for Damages
9 in the action entitled *Laila Droubi v. GSF Properties, Inc.*, San Joaquin County Superior Court Case
10 No. STK-CV-UOE-2023-0013484 (“Droubi Action”), thereby commencing a putative class action
11 against Defendant GSF Properties, Inc. (“Defendant”).

12 3. On March 15, 2024, Plaintiff Tairen Walker (“Plaintiff Walker”) filed a Class Action
13 Complaint in the action entitled *Tairen Walker v. GSF Properties, Inc., et al.*, Kern County Superior
14 Court Case No. BCV-24-100950 (“Action” or “Walker Action”), thereby commencing a putative class
15 action against Defendant and Pacific Pines.

16 4. On March 15, 2024, Plaintiff Walker provided written notice to the California Labor
17 and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S.
18 Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the
19 California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

20 5. On May 20, 2024, Plaintiff Walker filed a First Amended Class Action Complaint in
21 the Action, which added a cause of action under the California Labor Code Private Attorney General
22 Act of 2004 (“PAGA”) against Defendant.

23 6. On November 5, 2024, Plaintiffs and Defendant (collectively, the “Parties”)
24 participated in a formal mediation conducted by Francis J. Ortman III (“Mediator”), a neutral and
25 respected mediator with extensive experience in complex wage and hour matters, and with the
26 assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve this
27 dispute on a class and representative basis. The Parties then worked diligently to negotiate and
28 memorialize the terms in a long form settlement agreement.

1 7. On October 16, 2025, Plaintiffs filed a Second Amended Class Action Complaint
2 (“Operative Complaint”) in the Action, which added Plaintiff Droubi as a named plaintiff and
3 consolidates the claims in both the Droubi Action and Walker Action. The Operative Complaint
4 alleges fourteen (14) causes of action for violations of the California Labor Code for failure to pay
5 minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and
6 premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in
7 lieu thereof, failure to pay reporting time pay, failure to timely pay wages during employment, failure
8 to provide compliant wage statements, failure to timely pay wages upon termination, failure to pay
9 vacation wages, failure to pay earned wages, failure to keep required payroll records, and failure to
10 reimburse necessary business expenses, for violations of California Business & Professions Code
11 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
12 penalties under PAGA based on the aforementioned California Labor Code violations.

13 8. On October 21, 2025, the Parties executed the Joint Stipulation of Class Action and
14 PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the
15 Settlement Agreement is attached hereto as **Exhibit 1**.

16 9. On October 28, 2025, pursuant to the request of Plaintiff Droubi, the Droubi Action
17 was dismissed without prejudice.

18 10. On November 20, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class
19 Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On
20 December 17, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and
21 PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the
22 Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed
23 administration procedures and associated deadlines. A true and correct copy of the Preliminary
24 Approval Order is attached hereto as **Exhibit 2**.

25 **Summary of the Terms of the Settlement Agreement**

26 11. By way of the Preliminary Approval Order, the Court certified the following Class for
27 settlement purposes only: “All current and former hourly-paid and/or non-exempt employees who
28 worked for Defendant in the State of California at any time during the Class Period” (“Class” or “Class

Members”). The “Class Period” is defined as the period from December 13, 2019 through April 12, 2025. The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA Employees” consist of “all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.” The “PAGA Period” is defined as the period from March 15, 2023 through December 17, 2025.

12. Based on the data provided by Defendant following preliminary approval and for purposes of administration of the Class Notice, I am informed that there are 693 Settlement Class Members who worked 62,128 weeks for Defendant as hourly-paid and/or non-exempt employees in California during the Class Period (“Workweeks”) and 462 PAGA Employees who worked 16,275 pay periods for Defendant as hourly-paid and/or non-exempt employees in California during the PAGA Period (“Pay Periods”).

13. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00), which is exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Four Hundred Ninety Thousand Dollars and Zero Cents (\$490,000.00); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Thirty-One Thousand Three Hundred Seventy-Three Dollars and Seventy-Eight Cents (\$31,373.78); (3) Settlement Administration Costs in the amount of Ten Thousand Seven Hundred Fifty Dollars and Zero Cents (\$10,750.00); (4) Enhancement Payments in the aggregate amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00); and (5) PAGA Amount in the amount of Ninety Thousand Dollars and Zero Cents (\$90,000.00). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately Seven Hundred Fifty-Seven Thousand Eight Hundred Seventy-Six Dollars and Twenty-Two Cents (\$757,876.22).

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1 14. The Settlement does not require Settlement Class Members to submit claims as a
2 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement
3 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
4 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).
5 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
6 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members
7 during the Class Period and multiplying the result by each Settlement Class Member’s Workweeks
8 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement
9 Administrator by dividing the amount of the PAGA Employees’ 25% share of the PAGA Amount
10 (\$22,500.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA
11 Period and multiplying the result by each PAGA Employee’s Pay Periods worked during the PAGA
12 Period.

13 15. I am aware from my review of the information provided by the Settlement
14 Administrator that the estimated average gross Individual Settlement Share is \$1,093.62, the estimated
15 highest gross Individual Settlement Share is \$3,391.22, and the estimated lowest gross Individual
16 Settlement Share is \$12.06; the estimated average Individual PAGA Payment is \$48.70, the estimated
17 highest Individual PAGA Payment is \$91.24, and the estimated lowest Individual PAGA Payment is
18 \$1.38.

19 16. Each Individual Settlement Share will be allocated as ten percent (10%) wages (“Wage
20 Portion”), five percent (5%) reimbursement, and eighty-five percent (85%) in consideration for the
21 release and for interest and penalties (together, “Non-Wage Portion”). The Wage Portion will be
22 reported on an IRS Form W-2 and the Non-Wage Portion will be reported on an IRS Form 1099 (if
23 applicable) by the Settlement Administrator. The Settlement Administrator will withhold the
24 employee’s share of taxes and withholdings with respect to the Wage Portion of the Individual
25 Settlement Shares, and issue checks to Settlement Class Members for their net payment of their
26 Individual Settlement Share (“Individual Settlement Payment”). The employer’s share of taxes and
27 contributions in connection with the Wage Portion of Individual Settlement Shares will be paid by
28 Defendant separately and in addition to the Gross Settlement Amount. Each Individual PAGA

1 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS
2 Form 1099 (if applicable) by the Settlement Administrator.

3 17. Each Individual Settlement Payment and Individual PAGA Payment check will be
4 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
5 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
6 distributed by the Settlement Administrator to the State of California's Unclaimed Property Division
7 in the name of the Settlement Class Member and/or PAGA Employee.

8 **Notice to the LWDA**

9 18. On November 20, 2025, Class Counsel submitted a copy of the Settlement Agreement
10 to the LWDA through its online submission portal in compliance with California Labor Code §
11 2699(s)(2). The LWDA has not objected or otherwise responded to the submission.

12 **The Settlement Is Fair and Reasonable**

13 ***Informed Arms-Length Negotiations***

14 19. The Parties' settlement negotiations were at all times made at arm's-length and were
15 adversarial. The Settlement was reached following a full day of mediation with a highly respected
16 mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in
17 additional negotiations in order to finalize the long-form agreement presently before the Court.

18 20. The Parties engaged in extensive informal discovery prior to reaching a settlement.
19 Prior to mediation, Defendant produced a random sampling of putative class members' time and pay
20 records as well as Defendant's relevant wage and hour policies, and information regarding the total
21 number of putative class members, the number of current versus former employees, the total
22 workweeks worked by the putative class members, and the average rate of pay for the putative class
23 members. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths
24 and weaknesses of the claims and the potential class-wide damages.

25 21. Based on the information exchanged, the Parties extensively briefed issues regarding
26 class certification and liability and provided their analyses to the Mediator who helped the Parties
27 debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing
28 and prepared to litigate this matter through class certification and trial if the Parties had been unable

1 to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly
2 capable and experienced counsel. Class Counsel are respected members of the California State Bar
3 with strong records of vigorous and effective advocacy and are experienced in handling complex wage
4 and hour class action litigation. Accordingly, Class Counsel had sufficient information and experience
5 to act intelligently in negotiating the Settlement.

6 22. Although the investigation and information discovered supports Plaintiffs' contentions,
7 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
8 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

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

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

24 25. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
25 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
26 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
27 to request and analyze thousands of pages of documents, obtain the Class Members' contact
28 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of

1 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
2 against a current employer. On the other hand, Defendant would likely be able to obtain the
3 cooperation of its employees. Moreover, even if Plaintiffs prevailed at class certification and trial,
4 possible appeals would substantially delay any recovery by the Class.

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

10 ***Attorneys' Fees and Costs***

11 27. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
12 \$490,000.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
13 expenses totaling Thirty-One Thousand Three Hundred Seventy-Three Dollars and Seventy-Eight
14 Cents (\$31,373.78). The requested fees and costs are fair compensation for undertaking complex,
15 risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
16 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee
17 award is summarily addressed as follows but is more fully discussed in Plaintiffs' Motion for Final
18 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments,
19 and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

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

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1 29. In the present case, Class Counsel has borne all of the risks and costs of litigation and
2 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
3 workload during this litigation when considering taking on additional work that was available, and
4 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
5 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
6 favorable result for the Class, the State of California, and the PAGA Employees. Considering the
7 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
8 similar matters, Plaintiffs maintain that the requested attorneys' fees of thirty-five percent (35%) of
9 the Gross Settlement Amount (i.e., \$490,000.00) are reasonable and should be awarded.

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

18 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
19 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
20 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
21 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
22 associate and remained employed there from September 2008 through August 2015. During his
23 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
24 employment, corporate, entertainment, and general business litigation matters, though his primary area
25 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
26 those cases, he was the only or primary attorney managing the case and thus obtained extensive
27 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
28 employment intakes; was the primary contact for all clients; took and defended hundreds (if not

1 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
2 motions and pleadings, including dispositive and certification motions; strategized on all cases;
3 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
4 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
5 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
6 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
7 the cases he managed were highly publicized, with articles written about them in the Los Angeles
8 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
9 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
10 which is well within the prevailing rate for attorneys with his experience in this area of practice in
11 Southern California.

12 b. Karen I. Gold graduated *cum laude* from UCLA in 2005 with a Bachelor of Science
13 degree in Cognitive Science and a Specialization in Computing. She received her law degree from
14 Boston University School of Law and was admitted to the California State Bar in 2008. Upon
15 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as
16 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action
17 defense matters. Thereafter, she spent approximately five years working for Marlin & Saltzman, LLP,
18 which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over
19 to Blackstone Law as a Senior Trial Attorney and Team Lead. Karen I. Gold has managed over one
20 hundred complex litigation cases, ranging from employment matters to corporate and general business
21 litigation matters. On many of those cases, she was the only or primary attorney managing in the case
22 and thus obtained extensive experience overseeing these types of actions. In that capacity, she was
23 the primary contact for clients; took and defended many depositions; propounded and responded to
24 discovery; prepared and opposed motions and pleadings, including dispositive and certification
25 motions; strategized on all cases; attended hearings; attended mediations; coordinated with class action
26 administrators; prepared and worked with experts; participated in trial prep and trials; and engaged in
27 all other intricate facets of litigation. Super Lawyers honored her as a Southern California Rising Star
28 from 2015 through 2018. As a Senior Trial Attorney and Team Lead, she oversees and handles over

1 100 wage-and-hour putative class actions and/or representative actions under PAGA seeking relief on
2 behalf of California employees. She has considerable experience in handling class and representative
3 action lawsuits throughout her career and has been approved as counsel in a number of cases. Her
4 billable rate is \$985, which is well within the prevailing rate for attorneys with her experience in this
5 area of practice in Southern California.

6 c. Marissa A. Mayhood is a Senior Associate Attorney at Blackstone. She graduated from
7 Pepperdine University School of Law with a Juris Doctorate and a certificate in dispute resolution
8 from Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working for Marlin
9 & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles. While
10 working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million case, *Utne v.*
11 *Home Depot U.S.A., Inc.*, United States District Court for the Northern District of California, Case
12 No. 3:16-cv-01854-RS, and was approved as class counsel. Her hourly rate of \$750 is reasonable
13 based on her education and experience and is in line with the market rate.

14 d. Noam Y. Reiffman joined Blackstone with extensive litigation experience and
15 currently specializes in employment class action and representative claims. Prior to working at
16 Blackstone, he represented clients across a wide range of fields including complex litigation and white-
17 collar criminal defense in both state and federal courts. He spent time as a law clerk for the Honorable
18 Katherine Mader, Judge of the Los Angeles County Superior Court, as well as at the Los Angeles
19 County District Attorney's Office. He earned his Juris Doctorate from Southwestern Law School in
20 2014, where he graduated *summa cum laude* and was a member of the Southwestern Law Review,
21 Dean's Fellow, and Dean's List honoree. He has been selected repeatedly as Super Lawyers Southern
22 California Rising Star since 2019. His hourly rate of \$750 is reasonable based on his education and
23 experience and is in line with the market rate.

24 e. Ashley H. Cruz is a former attorney at Blackstone. She received her Bachelor of Arts
25 degree from the University of California, Los Angeles in 2011, where she majored in International
26 Development Studies and minored in Political Science and French. In 2014, she graduated from the
27 Loyola University Chicago School of Law with honors. She was admitted to the State Bar of
28 California in December of 2015. Her hourly rate of \$750 is reasonable based on her education and

1 experience and is in line with the market rate at the time she worked in this case.

2 f. I joined Blackstone from a highly reputable employment law firm. I graduated from
3 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
4 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California
5 in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally
6 licensed in all federal district courts of California. I have worked on many wage and hour class action
7 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
8 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
9 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court
10 appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee and
11 handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA that
12 are in settlement. My hourly rate of \$750 is reasonable based on my education and experience and is
13 in line with the market rate.

14 31. Blackstone has spent approximately 280.60 total hours litigating this matter. To date,
15 our total fees incurred amount to \$244,625. Each attorney who worked on this matter engaged in a
16 multitude of tasks, including communicating with the client and defense counsel; investigating the
17 facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint
18 statements; reviewing documents; preparing for and attending mediation; and facilitating the
19 settlement by drafting the settlement documents and motion papers for obtaining settlement approval.
20 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant
21 community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter,
22 few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation,
23 and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the
24 percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par
25 with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no
26 customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the
27 nature of class action work should be strongly considered by the Court. Wage and hour work presents
28 a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind

of class action work requires specialized learning and the willingness to take large risks. A summary of Blackstone's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	26.40	\$1,295	\$34,188
Karen I. Gold	Senior Counsel	84.20	\$985	\$82,937
Marissa A. Mayhood	Senior Associate	45.90	\$750	\$34,425
Noam Y. Reiffman	Senior Associate	23.40	\$750	\$17,550
Ashley H. Cruz	Senior Associate	63.20	\$750	\$47,400
Alexandra Rose	Senior Associate	37.50	\$750	\$28,125

32. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Blackstone's fees through closure of this case are estimated to be approximately \$252,125.

33. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). Blackstone seeks reimbursement of a total of Twenty-Seven Thousand Six Hundred Seventy-Eight Dollars and Forty-Five Cents (\$27,678.45) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

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

Enhancement Payments

35. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement Payments in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each (total, \$20,000.00) to Plaintiffs. The requested Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the other Class Members as a result

1 of Plaintiffs' actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to
2 \$20,000.00, although some awards are higher. The Declaration of Plaintiff Laila Droubi and the
3 Declaration of Plaintiff Tairen Walker submitted herewith detail their work and efforts in bringing and
4 litigating this matter through resolution and support the requested Enhancement Payments. The
5 requested Enhancement Payments were also disclosed in the Class Notice provided to the Class
6 Members.

7 ***Settlement Administration Costs***

8 36. In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court
9 approved, Settlement Administration Costs not to exceed Thirteen Thousand Dollars and Zero Cents
10 (\$13,000.00). ILYM Group, Inc., the approved Settlement Administrator, provided Class Counsel
11 with its quote stating that its cost to administer the Settlement is Ten Thousand Seven Hundred Fifty
12 Dollars and Zero Cents (\$10,750.00).

13 ***Allocation to the LWDA***

14 37. As part of the Settlement, Defendant has agreed to pay Ninety Thousand Dollars and
15 Zero Cents (\$90,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of
16 which the payment of Sixty-Seven Thousand Five Hundred Dollars and Zero Cents (\$67,500.00) (75%
17 of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes.

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

1 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
2 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
3 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,
4 in these approved settlements, the parties generally maximized statutory penalties and minimized
5 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
6 California Labor Code violations.

7 ***Notice to the Class***

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

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct. Executed on April 28, 2026, at Jersey City, New Jersey.

20 
21 _____
22 Alexandra Rose

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Laila Droubi (“Plaintiff
4 Droubi”) and Tairen Walker (“Plaintiff Walker”) (together, “Plaintiffs” or “Class Representatives”),
5 individually, and on behalf of all others similarly situated and on behalf of the State of California with
6 respect to aggrieved employees, and Defendant GSF Properties, Inc. (“Defendant”) (collectively,
7 Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

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

11 **RECITALS**

12 1. On December 13, 2023, Plaintiff Droubi filed a Class Action Complaint for Damages
13 in the action entitled *Laila Droubi v. GSF Properties, Inc.*, San Joaquin County Superior Court Case
14 No. STK-CV-UOE-2023-0013484 (“Droubi Action”), thereby commencing a putative class action
15 against Defendant.

16 2. On March 15, 2024, Plaintiff Walker filed a Class Action Complaint in the action
17 entitled *Tairen Walker v. GSF Properties, Inc., et al.*, Kern County Superior Court Case No. BCV-24-
18 100950 (“Walker Action” or “Action”), thereby commencing a putative class action against Defendant
19 and PACIFIC PINES.

20 3. On March 15, 2024, Plaintiff Walker provided written notice to the Labor and
21 Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified
22 Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California
23 Labor Code alleged to have been violated by Defendant (“PAGA Letter”), LWDA Case No. LWDA-
24 CM-1016870-24.

25 4. On May 20, 2024, Plaintiff Walker filed a First Amended Class Action Complaint in
26 the Walker Action, which added a cause of action under the Private Attorneys General Act of 2004
27 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

28 ///

1 5. The Parties have agreed that Plaintiffs will file a Second Amended Class Action
2 Complaint (“Operative Complaint”) in the Walker Action, which will add Plaintiff Droubi as a named
3 plaintiff and consolidate the claims alleged in both the Droubi Action and Walker Action
4 (“Consolidation”). Together, the Droubi Action and Walker Action are referred to as the “Actions”.
5 Following the Consolidation, the Plaintiff Droubi will also seek to dismiss the Droubi Action before
6 the San Joaquin Superior Court, without prejudice, to where the claims are only pending before the
7 Kern County Superior Court. Consolidation of the Actions and the filing of dismissal documents of
8 the Droubi Action in San Joaquin County are prerequisites to Plaintiffs’ seeking of preliminary
9 approval in Kern County Superior Court.

10 6. The Operative Complaint alleges fourteen (14) causes of action for violations of the
11 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
12 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
13 rest periods and premium payments in lieu thereof, failure to pay reporting time pay, failure to timely
14 pay wages during employment, failure to provide compliant wage statements, failure to timely pay
15 wages upon termination, failure to pay vacation wages, failure to pay earned wages, failure to keep
16 required payroll records, and failure to reimburse necessary business expenses, for violations of
17 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California
18 Labor Code violations, and for civil penalties under PAGA based on the aforementioned California
19 Labor Code violations.

20 7. Defendant denies all material allegations set forth in the Actions and has asserted
21 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
22 Defendant desires to fully and finally settle the Actions in exchange for the Released Class Claims (as
23 defined herein) and Released PAGA Claims (as defined herein).

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

9. On November 5, 2024, the Parties participated in mediation with Francis J. Ortman III (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

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

DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Actions, as set forth in more detail below and within this Agreement.

b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Noam Y. Reiffman, and Alexandra Rose of Blackstone Law, APC and David H. Yeremian,

1 Natalie R. Haritounian, Enoch J. Kim, Matthew J. Carraher, and Antonia McKee of D.Law, Inc., who
2 will seek to be appointed counsel for the Class for Settlement Agreement approval purposes.

3 d. "Class List" means the following identifying information Defendant has in its
4 possession from its records for the Class Members and PAGA Employees: (1) full name; (2) last
5 known mailing address; (3) Social Security number; (4) hire and termination dates; and (5) the number
6 of Workweeks and Pay Periods.

7 e. "Class Notice" means the Notice of Class Action Settlement, substantially in
8 the form attached hereto as "**Exhibit A**."

9 f. "Class Period" means the period from December 13, 2019, through the date the
10 Court grants Preliminary Approval of the Settlement Agreement, subject to the provisions of the
11 Escalator Clause detailed below at Paragraph 15(e).

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

14 h. "Court" means the Superior Court of the State of California for the County of
15 Kern.

16 i. "Defendant's Counsel" means Ian B. Wieland and Justin G. Donner of Sagaser
17 Watkins & Wieland PC.

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

26 k. "Effective Date" means the date both of the following have occurred: (1) the
27 court issues Final Approval; and (2) the Final Approval Order and Judgment is final. The Final
28 Approval Order and Judgment is final as the latest of the following occurrences: (i) if no Settlement

1 Class Member objects to the Class Settlement, then the Effective Date will be the date of Final
2 Approval; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date
3 will be the day after the deadline for filing a notice of appeal from the Final Approval Order and
4 Judgment; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day
5 after final resolution of that appeal and the court issues remittitur (including any requests for rehearing
6 and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

7 l. "Employer Taxes" means the employer's share of taxes and contributions in
8 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
9 in addition to the Gross Settlement Amount.

10 m. "Enhancement Payment(s)" means the amounts to be paid to Plaintiffs, in
11 recognition of their effort and work in prosecuting the Actions on behalf of Class Members and PAGA
12 Employees and also in consideration of their general release of claims as set forth below and within
13 this Agreement.

14 n. "Final Approval" means the determination by the Court that the Settlement is
15 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

16 o. "Final Approval Hearing" means the hearing at which the Court will consider
17 and determine whether the Settlement should be granted Final Approval.

18 p. "Final Approval Order and Judgment" means the order granting final approval
19 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
20 Parties, and subject to approval by the Court.

21 q. "Gross Settlement Amount" means the amount of One Million Four Hundred
22 Thousand Dollars and Zero Cents (\$1,400,000.00) which is the total amount Defendant agrees to pay
23 under the Settlement except as described at the Escalator Clause in this Agreement, if Defendant elects
24 to contribute more to the Gross Settlement Amount, and the Employer Taxes. The Gross Settlement
25 Amount is paid by Defendant in full satisfaction of the Actions, Released Class Claims, and Released
26 PAGA Claims, and it will be used to pay the Court approved Attorneys' Fees and Costs, Court
27 approved Enhancement Payments, Court approved PAGA Amount, Court approved Settlement
28 Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members.

1 Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount.
2 The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will
3 return to Defendant.

4 r. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee
5 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
6 calculated as further detailed below and within this Agreement.

7 s. "Individual Settlement Payment" means the net payment of each Settlement
8 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
9 withholdings with respect to the wages portion of the Individual Settlement Share, as further detailed
10 below and within this Agreement.

11 t. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
12 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
13 as further detailed below and within this Agreement.

14 u. "LWDA Payment" means the amount of Sixty-Seven Thousand Five Hundred
15 Dollars and Zero Cents (\$67,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to
16 pay to the LWDA under the PAGA Settlement, as further detailed below and within this Agreement.

17 v. "Net Settlement Amount" means the portion of the Gross Settlement Amount
18 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
19 less the Court approved Attorneys' Fees and Costs, Court approved Enhancement Payments, Court
20 approved PAGA Amount, and Court approved Settlement Administration Costs.

21 w. "Notice of Objection" means a Settlement Class Member's written objection to
22 the Class Settlement, which must (a) contain the case name and number of the Action; (b) contain the
23 objector's full name and telephone number; (c) contain a written statement of all grounds for the
24 objection; (d) and be returned by mail to the Settlement Administrator at the specified address,
25 postmarked on or before the Response Deadline.

26 x. "PAGA Amount" means the allocation of Ninety Thousand Dollars and Zero
27 Cents (\$90,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
28 percent (75%) of the PAGA Amount, or \$67,500.00, will be paid to the LWDA (i.e., the LWDA

1 Payment) and the remaining twenty-five percent (25%), or \$22,500.00, will be distributed to the
2 PAGA Employees (i.e., the PAGA Employee Amount).

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

6 z. "PAGA Employee Amount" means the amount of Twenty-Two Thousand Five
7 Hundred Dollars and Zero Cents (\$22,500.00), i.e., 25% of the PAGA Amount, to be distributed to
8 PAGA Employees on a *pro rata* basis based on their Pay Periods.

9 aa. "PAGA Period" means the period from March 15, 2023, through the date the
10 Court grants Preliminary Approval of the Settlement Agreement.

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

13 cc. "Pay Periods" means the number of pay periods each PAGA Employee worked
14 for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period.

15 dd. "Preliminary Approval" means the date on which the Court enters the
16 Preliminary Approval Order.

17 ee. "Preliminary Approval Order" means the order granting preliminary approval
18 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
19 the Court.

20 ff. "Released Class Claims" means any and all claims which were alleged or which
21 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
22 arising during the Class Period. This shall include, but not be limited to, claims for Defendant's
23 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
24 associated premium payments, pay reporting time pay, pay vacation wages, pay earned wages, timely
25 pay wages during employment and upon termination, provide accurate wage statements, keep required
26 payroll records, and reimburse necessary business-related expenses in violation of California Labor
27 Code Sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248, 510, 512, 558, 558.1, 1171,
28 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, the applicable

1 Industrial Welfare Commission Wage Order, and California Business and Professions Code sections
2 17200, *et seq.*

3 gg. “Released PAGA Claims” means any and all claims arising from any of the
4 factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period,
5 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
6 2698 *et seq.* This shall include, but not be limited to, claims for Defendant’s alleged failure to pay
7 overtime and minimum wages, provide compliant meal and rest periods and associated premium
8 payments, pay reporting time pay, pay vacation wages, pay earned wages, timely pay wages during
9 employment and upon termination, provide compliant wage statements, keep required payroll records,
10 and reimburse necessary business-related expenses in violation of California Labor Code Sections
11 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248, 510, 512, 558, 558.1, 1174, 1174.5, 1182.2,
12 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, the applicable Industrial Welfare
13 Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

14 hh. “Released Parties” means Defendant and Pacific Pines and each of their current
15 or former agents, employees, representatives, administrators, officers, directors, members, insurers,
16 shareholders, subsidiaries, affiliates, predecessors, successors, assigns, owners, attorneys,
17 accountants, receivers, advisors, consultants, partners, partnerships, parents, divisions, subsidiaries,
18 affiliates, heirs, joint venturers, trustees, investors, fiduciaries, franchisees or franchisors, or
19 commonly controlled corporations.

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

26 jj. “Response Deadline” means the deadline by which Class Members must submit
27 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is sixty (60)
28 calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class

1 Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response
2 Deadline will be extended to the next day on which the United States Postal service is open. The
3 Response Deadline may also be extended by express agreement between Class Counsel and
4 Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
5 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
6 Response Deadline.

7 kk. "Settlement Administrator" means ILYM Group, Inc, or any other neutral third-
8 party class action settlement administrator agreed to by the Parties and approved by the Court for
9 purposes of administering the Settlement. The Parties and their counsel each represent that they do
10 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
11 the Settlement Administrator that could create a conflict of interest.

12 ll. "Settlement Administration Costs" means the costs payable from the Gross
13 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
14 further detail below and within this Agreement.

15 mm. "Settlement Class" or "Settlement Class Member(s)" means all Class Members
16 who do not submit a timely and valid Request for Exclusion.

17 nn. "Workweeks" means the number of weeks each Class Member worked for
18 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.

19 **CLASS CERTIFICATION**

20 12. For the purposes of this Settlement only, the Parties stipulate to the certification of the
21 Class. Should this Agreement not be approved by the Court and litigation continues as allowed for by
22 this Agreement, then Plaintiffs will still need to move for class certification.

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

1 **TERMS OF THE AGREEMENT**

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

4 14. Gross Settlement Amount. Except as otherwise provided by the escalator clause in
5 Paragraph 15(e), Defendant promises to pay One Million Four Hundred Thousand Dollars and Zero
6 Cents (\$1,400,000.00) and no more as the Gross Settlement Amount, and to separately pay any and
7 all employer payroll taxes owed on the Wage Portions of the Individual Settlement Shares. Defendant
8 has no obligation to pay the Gross Settlement Amount prior to the deadline stated herein. The
9 Settlement Administrator will disburse the entire Gross Settlement Amount without asking or
10 requiring Settlement Class Members or PAGA Employees to submit any claim as a condition of
11 payment. None of the Gross Settlement Amount will revert to Defendant. However, if the Settlement
12 is not finally approved by the Court despite the Parties' best efforts to achieve final approval, any
13 amounts deposited shall revert back to Defendant.

14 15. Payments from the Gross Settlement Amount. The Administrator will make and
15 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
16 Court in the Final Approval Order and Judgment:

17 a. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
18 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
19 Gross Settlement Amount (i.e., \$490,000.00 if the Gross Settlement Amount is \$1,400,000.00) and
20 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
21 of the Actions, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), both
22 of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work
23 performed and any and all costs incurred by Class Counsel in connection with the litigation of the
24 Actions, including without limitation all work performed and costs incurred to date, and all work to
25 be performed and all costs to be incurred in connection with obtaining the Court's approval of this
26 Settlement Agreement, including any objections raised and any appeals necessitated by those
27 objections. In the event the escalator clause described below and within this Agreement is triggered
28 and Defendant elects to increase its contribution to the Gross Settlement Amount, then Class Counsel

1 may, at their discretion and subject to Court approval, increase the attorneys' fees in order to remain
2 thirty-five percent (35%) of the Gross Settlement Amount. Class Counsel shall be solely and legally
3 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
4 on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel
5 for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not
6 awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the
7 benefit of the Settlement Class Members. Defendant and Released Parties shall have no liability to
8 Class Counsel or any other Plaintiff's counsel arising from attorneys' fees or costs other than the
9 payments detailed in this Paragraph and Paragraph 15(e) and as approved by the Court, which shall be
10 paid from the Gross Settlement Amount.

11 b. Enhancement Payments. Defendant agrees not to oppose or impede any application or
12 motion by Plaintiffs for Enhancement Payments in the amounts up to Ten Thousand Dollars and Zero
13 Cents (\$10,000.00) each. The Enhancement Payments, which will be paid from the Gross Settlement
14 Amount, subject to Court approval, will be in addition to any other payments that Plaintiffs are entitled
15 to under the Settlement. Plaintiffs shall be solely and legally responsible for correctly characterizing
16 this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
17 Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion
18 of the requested Enhancement Payments that is not awarded by the Court to Plaintiffs shall be
19 reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

20 c. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
21 Ninety Thousand Dollars and Zero Cents (\$90,000.00) shall be allocated from the Gross Settlement
22 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
23 2698, et seq. (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$67,500.00, will be
24 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$22,500.00, will be
25 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a pro rata basis, based on the
26 total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the
27 Individual PAGA Payments).

28 ///

1 d. Settlement Administration Costs. The Settlement Administrator will be paid for the
2 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
3 which is currently estimated not to exceed Thirteen Thousand Dollars and Zero Cents (\$13,000.00).
4 These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will
5 include, inter alia, translating the Class Notice to Spanish, printing, distributing, and tracking Class
6 Notices and other documents for the Settlement, calculating and distributing payments due under the
7 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,
8 and remittances, providing necessary reports and declarations, and other duties and responsibilities set
9 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
10 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess
11 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
12 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in
13 fact required to fulfill payment to the Settlement Administrator to undertake the required settlement
14 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement
15 Class Members.

16 e. Escalator Clause. Defendant has represented that the Class Members worked a total
17 of 56,492 workweeks during the period December 13, 2019, through November 5, 2024 (the date of
18 mediation). If the number of Workweeks worked by the Class Members during the Class Period is
19 more than ten percent (10%) above 56,492, then Defendant will have the option to either pay a
20 proportional amount in addition to the Gross Settlement Amount for each additional Workweek that
21 exceeds the ten percent (10%) buffer (i.e., every Workweek above 62,141), or to shorten the Class
22 Period at the point at which the number of Workweeks is no more than ten percent (10%) above 56,492
23 Workweeks. Defendant must exercise this option on or before seven (7) calendar days following the
24 Settlement Administrator's confirmation of the Workweek count.

25 16. Individual Settlement Share Calculations. Individual Settlement Shares will be
26 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
27 Workweeks, as follows:

28 ///

1 a. After Preliminary Approval, the Settlement Administrator will divide the Net
2 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek
3 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value
4 to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be
5 entitled to receive under the Class Settlement.

6 b. After Final Approval, the Settlement Administrator will divide the final Net
7 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek
8 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek
9 Value to each Settlement Class Member’s final Individual Settlement Share.

10 17. Individual PAGA Payment Calculations. Individual PAGA Payments will be
11 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’
12 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
13 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
14 “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period
15 Value to yield each PAGA Employee’s Individual PAGA Payment.

16 18. Tax Allocation of Individual Settlement Shares. Ten percent (10%) of each Individual
17 Settlement Share will be allocated to settlement of wage claims (the “Wage Portion”), which are
18 subject to tax withholding and will be reported on an IRS W-2 Form. Five percent (5%) of each
19 Individual Settlement Share will be allocated as reimbursement and the remaining eighty-five percent
20 (85%) will be allocated in consideration for the release and for interest and penalties (together, the
21 “Non-Wage Portion”). The Non-Wage Portions of the Individual Settlement Shares are not subject to
22 wage withholdings and will be reported on IRS 1099 Forms. Settlement Class Members assume full
23 responsibility and liability for any taxes owed on their Individual Settlement Share. Each Individual
24 PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an
25 IRS Form 1099 (if applicable) by the Settlement Administrator. PAGA Employees may not opt out
26 of receiving the Individual PAGA Payment.

27 ///

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

7 20. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
8 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
9 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
10 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
11 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
12 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
13 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
14 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
15 Members, and PAGA Employees should consult with their tax advisors concerning the tax
16 consequences of any payment they receive under the Settlement.

17 21. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
18 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
19 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
20 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
22 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
23 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
25 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
26 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
27 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
28 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)

1 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
2 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
3 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
4 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
5 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
6 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
7 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
8 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
9 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
10 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
11 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

12 22. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
13 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
14 are issued to the payee. It is expressly understood and agreed that payments made under this
15 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee
16 to additional compensation or benefits under any new or additional compensation or benefits, or any
17 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
18 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
19 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
20 any contrary language or agreement in any benefit or compensation plan document that might have
21 been in effect during the Class Period).

22 23. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
23 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of
24 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
25 Agreement to the Court in support of said motion following Consolidation and the filing of the
26 dismissal documents of the Droubi Action pending in San Joaquin County. Defendant agrees not to
27 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
28 Agreement, but Class Counsel will provide a copy of the moving papers before filing. If the Parties

1 disagree on any aspect of the proposed motion for preliminary approval and/or the supporting
2 declarations and documents, Class Counsel and Defendant's Counsel will expeditiously work together
3 on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the
4 disagreement.

5 24. If the Court does not grant Preliminary Approval or conditions Preliminary Approval
6 on any material change to this Agreement, Class Counsel and Defendant's Counsel will expeditiously
7 work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
8 modify the Agreement and otherwise satisfy the Court's concerns. However, no Party shall be
9 obligated to consent to any material change (including but not limited to changes to the Gross
10 Settlement Amount or the releases set forth herein) in the Agreement, whether or not such material
11 change is caused or requested by the Court. The Court's decision to award less than the amounts
12 requested for the Attorneys' Fees and Costs, Enhancement Payments, or Settlement Administration
13 Costs shall not constitute a material modification to the Agreement within the meaning of this
14 Paragraph. By way of said Preliminary Approval motion, Plaintiffs will apply for the entry of the
15 Preliminary Approval Order seeking the following:

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

26 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(s)(1)-
27 (3), Class Counsel shall notify the LWDA of: (1) the Operative Complaint; (2) the Settlement at the
28 same time that the Settlement Agreement is submitted to the Court; and (3) the Court's Final Approval

1 Order and Judgment (within 10 days after entry of the Final Approval Order and Judgment or order
2 by submitting the same).

3 26. Delivery of Class List. Within thirty (30) calendar days following Preliminary
4 Approval, Defendant will provide the Class List to the Settlement Administrator. If required by the
5 Court, Defendant or Defendant's Counsel will provide a declaration attesting to the number of
6 Workweeks and Pay Periods.

7 27. Notice by First-Class U.S. Mail.

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

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

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

26 28. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
27 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
28 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the

1 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
2 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
3 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data
4 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
5 Member, Defendant's records will be presumed to be correct and determinative of the dispute.
6 However, if a Class Member produces information and/or documents to the contrary, the Settlement
7 Administrator will evaluate the materials submitted by the Class Member and the Settlement
8 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
9 the disputing Class Member should be credited with under the Settlement. The Settlement
10 Administrator's decision on such disputes will be final and non-appealable.

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

1 The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails
2 to contain all the information specified in the Class Notice. The Settlement Administrator shall accept
3 any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the
4 identity of the person as a Class Member and the Class Member's desire to be excluded. The
5 Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to
6 challenge. If the Settlement Administrator has reason to question the authenticity of a Request for
7 Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity.
8 The Settlement Administrator's determination of authenticity shall be final and not appealable or
9 otherwise susceptible to challenge.

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

22 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
23 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
24 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
25 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
26 Members who have submitted Notices of Objection. Any information provided to Class Counsel shall
27 not contain any personal identifying information (e.g., names and contact information) of the Class
28 Members. Additionally, the Settlement Administrator will provide to counsel for the Parties any

1 updated reports regarding the administration of the Settlement Agreement as needed or requested, and
2 immediately notify the Parties when it receives a request from an individual or any other entity
3 regarding inclusion in the Class and/or Settlement or regarding a Dispute.

4 32. Defendant's Right to Rescind. If more than five percent (5%) of the Class Members
5 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
6 Agreement, but is not obligated to do so. Defendant must exercise this right of rescission in writing
7 that is provided to Class Counsel within seven (7) calendar days of the Settlement Administrator
8 notifying the Parties of the number of Class Members who have submitted timely and valid Requests
9 for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall
10 pay any costs of settlement administration owed to the Settlement Administrator incurred up to that
11 date.

12 33. Certification of Completion. Upon completion of notice administration and
13 disbursement of the Settlement, and no later than fourteen (14) calendar days before any deadline set
14 by the Court, the Settlement Administrator will provide to counsel for all Parties, that will be filed in
15 Court, written declarations under oath to certify such completion of the notice administration and
16 disbursement of all payments required under the Settlement.

17 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
18 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
19 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
20 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
21 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final
22 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
23 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
24 Settlement. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and
25 Judgment, which will provide for, in substantial part, the following:

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

28 b. Certification of the Settlement Class;

- 1 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
2 d. Approval of the application for Enhancement Payments to Plaintiffs;
3 e. Directing Defendant to fund all amounts due under the Settlement Agreement
4 and ordered by the Court; and
5 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
6 conformity with California Rules of Court 3.769 and the Settlement Agreement.

7 35. Funding of the Gross Settlement Amount. No later than thirty (30) business days after
8 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
9 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
10 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
11 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
12 unemployment insurance tax ID number, and other information requested by the Settlement
13 Administrator no later than ten (10) business days after the Effective Date or the date of the Settlement
14 Administrator's request, whichever is later.

15 36. Distribution of the Gross Settlement Amount. Within ten (10) business days of the
16 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
17 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
18 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to
19 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also
20 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
21 timely forward these to the appropriate government authorities.

22 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
23 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
24 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
25 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
26 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
27 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
28 Members and PAGA Employees are not required to submit a claim to be issued an Individual
Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and

1 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
2 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
3 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
4 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
5 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
6 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
7 Settlement Class Members, whether or not they cash or deposit their settlement checks. Therefore,
8 Defendant will not be required to pay any interest on such amounts. The Settlement Administrator
9 shall undertake amended and/or supplemental tax filings and reporting required under applicable local,
10 state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement
11 Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual
12 Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and
13 PAGA Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be
14 bound by the PAGA Settlement.

15 38. Class Settlement Release. Upon the Effective Date and full funding of the Gross
16 Settlement Amount, the Settlement Class Members will be deemed to have fully, finally, and forever
17 released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class
18 Claims. As stated in the definitions, Released Class Claims cover any and all claims which were
19 alleged or which could have been reasonably alleged based on the factual allegations in the Operative
20 Complaint, arising during the Class Period. The Parties acknowledge that there are FLSA provisions
21 that are direct federal law counterparts that meet this definition. By virtue of this release, any claims
22 under the FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant
23 to applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.*, 899
24 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action.

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

1 40. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
2 Settlement Amount, Plaintiffs, individually and on their own behalf and their respective former and
3 present spouses, representatives, agents, attorneys, heirs, administrators, successors, assigns,
4 assignors, grantees, devisees, trustees, or any other entities in which they may have an interest
5 ("Plaintiffs' Releasers"), expressly agree to release and discharge Defendant and Released Parties
6 from all liabilities, causes of actions, charges, complaints, suits, claims, obligations, costs, losses,
7 damages, liquidated damages, punitive damages, equitable relief, restitution, declaratory relief,
8 interest, rights, judgments, attorneys' fees and costs, expenses, bonds, bills, penalties, fines, and all
9 other legal responsibilities of any form whatsoever whether known or unknown, whether suspected or
10 unsuspected, whether fixed or contingent, including but not limited to those arising from any acts or
11 omissions occurring up to the date of ' the Parties' execution of this Settlement Agreement by
12 Defendant and Released Parties, including those arising under any theory of law, whether common,
13 contractual, constitutional, statutory or other of any jurisdiction, foreign or domestic, whether known
14 or unknown, whether in law or in equity, which Plaintiffs had or may claim to have had against any
15 of them by reason of any and all matters from the beginning of time to the date of the Parties' execution
16 of this Settlement Agreement including, but not limited to, those arising out of their past employment
17 with, compensation during, and/or separation from their employment with Defendant ("Plaintiffs'
18 Release"). The Plaintiffs' Release includes claims under all applicable federal, state, and local laws
19 including, but not limited to, Title VII of the Civil Rights Act of 1964 as amended, the Fair Labor
20 Standards Act, the Rehabilitation Act of 1973, the Family Medical Leave Act, the Employee
21 Retirement Income Security Act, the Consolidated Omnibus Reconciliation Act of 1986, the Equal
22 Pay Act, the Americans with Disabilities Act, the California Fair Employment and Housing Act, the
23 California Family Rights Act, the California Labor Code including, but not limited to, sections 200,
24 et seq., 970, 1102.5, 6310, and 132a, applicable California Wage Order provisions, the California
25 Government Code including, but not limited to, sections 12940 et seq. and 12945, Title 2 of the
26 California Code of Regulations § 11039, the California Civil Code, the California Business and
27 Professions Code including, but not limited to, sections 17200 et seq., the California Constitution, the
28 United States Constitution, or any laws pertaining to wrongful termination in violation of public

1 policy, defamation, breach of contract, contractual obligations generally, discrimination based upon
2 race, sex, disability, or any other protected status, retaliation, harassment, failure to prevent
3 discrimination, harassment, or retaliation, failure to provide a reasonable accommodation or engage
4 in the interactive process, and wage and hour claims (including compensation for work, overtime,
5 PTO, vacation, or any other form of compensation or reimbursement). In sum, the Plaintiffs' Release
6 shall apply to all possible claims Plaintiffs, or Plaintiffs' Releasers on Plaintiffs' behalf (or on their
7 behalf if tied to Plaintiffs' past employment with, compensation during, and/or separation from their
8 employment with Defendant), could bring against Defendant and Released Parties, whether arising in
9 statute, regulation, common law, tort, contract, or any other body of law arising before and up to the
10 date of Plaintiffs' the Parties' execution of this Settlement Agreement, whether known or unknown,
11 and including, but not limited to, those pertaining to the employment relationship between Plaintiffs
12 and Defendant.

13 41. The Plaintiffs' Release is not intended to operate as, nor shall be construed as, a release
14 or waiver of any rights and/or claims that cannot be released or waived, including worker's
15 compensation benefits or vested employee benefits, as a matter of law. Plaintiffs acknowledge that
16 they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now
17 know or believe to be true but agree, nonetheless, that the Plaintiffs' Release shall be and remain
18 effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of
19 them.

20 42. Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of the
21 Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if
22 any, of section 1542 of the Civil Code, which reads:

23 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
24 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
25 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
26 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**
27 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

28 ///

1 43. Final Approval Order and Judgment. The Parties shall provide the Settlement
2 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
3 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
4 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
5 Class will be required.

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

12 45. Effects of Termination or Rescission of Settlement. Termination or rescission of the
13 Settlement Agreement shall have the following effects:

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

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

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

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

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

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

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

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

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

21 49. Interim Stay of Proceedings. The Parties agree that upon the execution of this
22 Agreement, the litigation shall be stayed in both Actions, except to effectuate the terms of this
23 Agreement.

24 50. Amendment or Modification. Prior to the filing of the motion for preliminary approval
25 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
26 except by written agreement signed by all Parties or their representatives. After the filing of the motion
27 for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
28 Settlement Agreement except by written agreement signed by all the Parties or their representatives,
and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement
will not constitute a waiver of any other provision.

1 51. Authorization to Enter into Settlement Agreement. All Parties warrant and represent
2 that their respective counsel are expressly authorized by the Parties to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken pursuant to this
4 Settlement Agreement to effectuate its terms including executing any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 52. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
15 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
16 Member and PAGA Employee.

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

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

21 55. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, this Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
24 copies of the signature page, will be deemed to be one and the same instrument.

25 56. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
27 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each
represented by competent counsel and that they have had an opportunity to consult with their counsel

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

9 58. Enforcement Action. In the event that one or more of the Parties institutes any legal
10 action or other proceeding against any other Party or Parties to enforce the provisions of this
11 Settlement Agreement or to declare rights and/or obligations under this Settlement, the successful
12 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
13 fees and costs, including expert witness fees, in connection with any enforcement actions.

14 59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
15 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
16 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
17 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
18 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
19 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
20 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
21 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
22 construed as an admission or concession by Defendant of any such violations or failures to comply
23 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
24 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
25 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
26 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
27 federal, state, local, or other applicable law.

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1 60. Use and Return of Class Data. Information provided to Class Counsel pursuant to
2 Evidence Code section 1152, and all copies and summaries of the Class List provided to Class Counsel
3 by Defendant in connection with the mediation, other settlement negotiations, or in connection with
4 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
5 be used in any way that violates any existing contractual agreement, statute, or California Rules of
6 Court rule. Not later than ninety (90) calendar days after the Effective Date, Class Counsel shall
7 destroy all paper and electronic versions of information provided to Class Counsel pursuant to
8 Evidence Code section 1152 including, but not limited to, copies of employment records of the Class,
9 or any copies or summaries of the Class List received from Defendant unless, prior to the Effective
10 Date, Defendant makes a written request to Class Counsel for the return, rather than the destruction,
11 of the Class List.

12 61. Confidentiality. Plaintiffs and Class Counsel agree to not disclose to the media, or
13 include on any websites, blogs, social media, and/or online platforms, the terms of this Settlement
14 Agreement. Plaintiffs and Class Counsel may not publicize the Actions or the Settlement Agreement
15 including, but not limited to, using it for advertising purposes. Exceptions to the obligation of
16 confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process,
17 or for financial planning or tax preparation purposes; (ii) to obtain, seek, and maintain approval of this
18 Settlement in court and as is necessary to provide settlement information to Class Members, and (iii)
19 if any Party seeks to enforce any term or condition of this Agreement against any other Party. Nothing
20 herein shall prevent Class Counsel from disclosing this Settlement for purposes of describing their
21 qualifications as counsel in other cases or as required by a court, nor shall any terms herein preclude
22 Class Counsel from communicating with and fulfilling its obligations to Class Members or PAGA
23 Employees. To the extent permitted by law, all agreements made and orders entered during Actions
24 and in this Agreement relating to the confidentiality of information shall survive the execution of this
25 Agreement.

26 62. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

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

7 64. Representation By Counsel. The Parties acknowledge that they have been represented
8 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
9 that this Settlement Agreement has been executed with the consent and advice of counsel, and
10 reviewed in full.

11 65. All Terms Subject to Final Court Approval. All amounts and procedures described in
12 this Settlement Agreement herein will be subject to final Court approval.

13 66. Notices. All notices, demands, and other communications to be provided concerning
14 the Settlement Agreement shall be in writing and addressed as follows:

15 To Plaintiffs and Class Counsel:

16 Karen I. Gold

17 kgold@blackstonepc.com

18 Marissa A. Mayhood

19 mmayhood@blackstonepc.com

20 Noam Y. Reiffman

21 nreiffman@blackstonepc.com

22 Alexandra Rose

23 arose@blackstonepc.com

24 **BLACKSTONE LAW, APC**

25 8383 Wilshire Boulevard, Suite 745

26 Beverly Hills, California 90211

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

28 David H. Yeremian

 d.yeremian@d.law.com

 Natalie R. Haritoonian

 n.haritoonian@d.law.com

 Enoch J. Kim

 e.kim@d.law

 Matthew J. Carraher

 m.carraher@d.law.com

 Antonia McKee

 a.bliznets@d.law.com

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Tel: (818) 962-6465 / Fax: (818) 962-6469

justin@sw2law.com

Tel: (559) 421-7000 / Fax: (559) 473-1483

D.LAW, INC.
880 E Broadway
Glendale, California 91205
Tel: (818) 962-6465 / Fax: (818) 962-6469

To Defendant:
Ian B. Wieland
ian@sw2law.com
Justin G. Donner
justin@sw2law.com

SAGASER, WATKINS & WIELAND PC
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Tel: (559) 421-7000 / Fax: (559) 473-1483

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

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

IT IS SO AGREED.

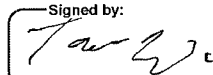
PLAINTIFF LAILA DROUBI

Dated: _____

Plaintiff Laila Droubi

PLAINTIFF TAIREN WALKER

Dated: 10/15/2025

Signed by: 

3A3866FA87144AD...
Plaintiff Tairen Walker

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DEFENDANT GSF PROPERTIES, INC.

Dated: Oct 21, 2025

Shannon Zepeda
Shannon Zepeda (Oct 21, 2025 14:49:11 PDT)

Full Name: Shannon Zepeda

Title: Human Resources Director
On behalf of Defendant GSF Properties, Inc.

APPROVED AS TO FORM ONLY AND THE CONTENT OF PARAGRAPH 61:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
*Attorneys for Plaintiff Laila Droubi
and Proposed Class Counsel*

D.LAW, INC.

Dated: _____

David H. Yeremian
Natalie R. Haritoonian
Matthew J. Carraher
Antonia McKee
*Attorneys for Plaintiff Tairen Walker
and Proposed Class Counsel*

APPROVED AS TO FORM ONLY AND THE CONTENT OF PARAGRAPH 61:

SAGASER, WATKINS & WIELAND PC

Dated: 10/21/2025

Ian B. Wieland
Ian B. Wieland
Justin G. Donner
Attorneys for Defendant GSF Properties, Inc.

DEFENDANT GSF PROPERTIES, INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant GSF Properties, Inc.

APPROVED AS TO FORM ONLY AND THE CONTENT OF PARAGRAPH 61:

BLACKSTONE LAW, APC



Dated: October 21, 2025

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
*Attorneys for Plaintiff Laila Droubi
and Proposed Class Counsel*

D.LAW, INC.

Dated: _____

David H. Yeremian
Natalie R. Haritounian
Matthew J. Carraher
Antonia McKee
*Attorneys for Plaintiff Tairen Walker
and Proposed Class Counsel*

APPROVED AS TO FORM ONLY AND THE CONTENT OF PARAGRAPH 61:

SAGASER, WATKINS & WIELAND PC

Dated: _____

Ian B. Wieland
Justin G. Donner
Attorneys for Defendant GSF Properties, Inc.

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DEFENDANT GSF PROPERTIES, INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant GSF Properties, Inc.

APPROVED AS TO FORM ONLY AND THE CONTENT OF PARAGRAPH 61:

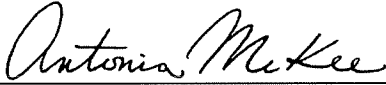
BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
*Attorneys for Plaintiff Laila Droubi
and Proposed Class Counsel*

D.LAW, INC.

Dated: October 15, 2025


David H. Yeremian
Natalie R. Haritounian
Matthew J. Carraher
Antonia McKee
*Attorneys for Plaintiff Tairen Walker
and Proposed Class Counsel*

APPROVED AS TO FORM ONLY AND THE CONTENT OF PARAGRAPH 61:

SAGASER, WATKINS & WIELAND PC

Dated: _____

Ian B. Wieland
Justin G. Donner
Attorneys for Defendant GSF Properties, Inc.

EXHIBIT "A"

NOTICE OF CLASS ACTION SETTLEMENT

Tairen Walker and Laila Droubi v. GSF Properties, Inc., et. al.
Kern County Superior Court Case No. BCV-24-100950

PLEASE READ THIS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the Class Settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement. By order of the Superior Court of California for the County of Kern (the "Court" or "Kern Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Tairen Walker and Laila Droubi ("Plaintiffs") and GSF Properties Inc. ("Defendant") was issued by the Court on [Preliminary Approval Date], in the case entitled *Tairen Walker and Laila Droubi v. GSF Properties Inc., et. al.* (Case No. BCV-24-100950, hereinafter "Action"), which may affect your legal rights. Plaintiffs and Defendant are collectively referred to as the "Parties."

If you are a Class Member, you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive payment under the Class Settlement), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully below.

1. BACKGROUND

On March 15, 2024, Plaintiff Walker filed a Class Action Complaint in the Action. On May 20, 2025, Plaintiff Walker filed a First Amended Class Action Complaint in the Action, which added a cause of action under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). On _____, 2025, Plaintiffs filed a Second Amended Class Action Complaint in the Action, which, *inter alia*, added Plaintiff Droubi as a named plaintiff.

Plaintiffs allege that Defendant failed to pay minimum and overtime wages, failed provide compliant meal and rest periods and premium payments in lieu thereof, failed to pay reporting time pay, failed to timely pay wages during employment and at the time of termination, failed to provide compliant wage statements, failed to pay vacation wages, failed to pay earned wages, failed to keep required payroll records, and failed to reimburse necessary business expenses. They also allege violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

Plaintiffs seek, among other things, payment of (1) back wages and other relief for a class of all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period ("Class" or "Class Member(s)"); and (2) penalties under PAGA for all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period ("PAGA Employees"). The "Class Period" is the period December 13, 2019, through _____ and the "PAGA Period" is the period March 15, 2023, through _____.

Defendant denies all of the allegations in the Action or that it violated any law, and contends that it, at all times, fully complied with all applicable laws. Defendant has entered into the settlement described in this notice for the purpose of avoiding further expense associated with defending the lawsuit.

The Parties participated in mediation with a mediator and, as a result, the Parties executed a settlement agreement that settles the Action ("Settlement Agreement," "Settlement," or "Agreement").

As mentioned above, the Kern Superior Court has preliminarily approved the Settlement Agreement and has appointed ILYM Group, Inc. as the administrator of the settlement ("Settlement Administrator"), Plaintiffs as the representatives of the Class ("Class Representatives"), and D Law, Inc. and Blackstone Law, APC as counsel for the Class ("Class Counsel").

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. The Court has determined only that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

2. SUMMARY OF THE PROPOSED SETTLEMENT

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

A. SETTLEMENT FORMULA

The total Gross Settlement Amount is One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to Court approval: (1) attorneys' fees in the amount of up to 35% of the Gross Settlement Amount (i.e., \$490,000.00) and reimbursement of litigation costs and expenses in the amount not to exceed \$40,000.00 to Class Counsel ("Attorneys' Fees and Costs"); (2) enhancement payments to Plaintiffs in the amounts of up to \$10,000.00 each (total, \$20,000.00) ("Enhancement Payments"); (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount not to exceed \$13,000.00 ("Settlement Administration Costs"); and (4) \$90,000.00, which sum is allocated by the Parties to resolve the PAGA claims ("PAGA Amount") of which 75% will be distributed to the Labor and Workforce Development Agency ("LWDA Payment") and 25% will be distributed to the PAGA Employees ("PAGA Employee Amount").

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement. Settlement Class Members will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) wages, which will be reported on an IRS Form W-2, five percent (5%) reimbursement, and eighty-five percent (85%) of each Class Member's Individual Settlement Share will be allocated in consideration for the release executed and to settle claims for interest and penalties, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

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

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

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

B. YOUR WORKWEEKS AND PAY PERIODS

According to payroll records, you worked [ENTER NUMBER] Workweeks during the Class Period and [ENTER NUMBER] Pay Periods during the PAGA Period.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you may submit such dispute in writing to the Settlement Administrator ("Dispute"). A Dispute should: (a) contain the case name and number of the Action (*Walker v. GSF Properties, Inc.*, Case Number BCV-24-100950); (b) contain the Class Member's full name, signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the [RESPONSE DEADLINE].

C. YOUR ESTIMATED INDIVIDUAL SETTLEMENT SHARE AND INDIVIDUAL PAGA PAYMENT

Based on records, and the Parties' current assumptions, **your Individual Settlement Share is estimated to be \$ _____ (less payroll withholding) and your Individual PAGA Payment is estimated to be \$ _____.** The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to records you are not eligible for an Individual PAGA Payment because you didn't work during the PAGA Period.) Your Individual PAGA Payment is not subject to withholdings and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in your name.

D. RELEASED CLAIMS

"Effective Date" means the date both of the following have occurred: (1) the court issues Final Approval; and (2) the Final Approval Order and Judgment is final. The Final Approval Order and Judgment is final as the latest of the following occurrences: (i) if no Settlement Class Member objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date will be the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that appeal and the court issues remittitur (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

Upon the Effective Date and full funding of the Gross Settlement Amount, the Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. Released Class Claims cover any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period. There are FLSA provisions that are direct federal law counterparts that meet this definition. By virtue of this release, any claims under the FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant to applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.*, 899 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action.

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

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period. This shall include, but not be limited to, claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, pay reporting time pay, pay vacation wages, pay earned wages, timely pay wages during employment and upon termination, provide accurate wage statements, keep required payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248, 510, 512, 558, 558.1, 1171, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.* This shall include, but not be limited to, claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, pay reporting time pay, pay vacation wages, pay earned wages, timely

pay wages during employment and upon termination, provide compliant wage statements, keep required payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248, 510, 512, 558, 558.1, 1174, 1174.5, 1182.2, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released Parties” means Defendant and Pacific Pines and each of their current or former agents, employees, representatives, administrators, officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, assigns, owners, attorneys, accountants, receivers, advisors, consultants, partners, partnerships, parents, divisions, subsidiaries, affiliates, heirs, joint venturers, trustees, investors, fiduciaries, franchisees or franchisors, or commonly controlled corporations.

E. COURT APPROVED DEDUCTIONS FROM GROSS SETTLEMENT AMOUNT.

At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to 35% of the Gross Settlement Amount (i.e., \$490,000.00) to Class Counsel for attorneys’ fees and up to \$40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 each as Enhancement Payments (total, \$20,000.00) for prosecuting the Action, working with Class Counsel, and representing the Class. The Enhancement Payments will be the only monies Plaintiffs will receive other than their Individual Settlement Payment and any Individual PAGA Payment.
- C. Up to \$13,000.00 to the Settlement Administrator for services administering the Settlement.
- D. Up to \$90,000.00 for the PAGA Amount.

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

3. OPTIONS AND RIGHTS AS A CLASS MEMBER

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet issued final approval. Your legal rights are affected whether you act or 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 all deductions from the Gross Settlement Amount detailed therein. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three 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 Settlement Payment and/or an Individual PAGA Payment. You will automatically be issued your Individual Settlement Payment and Individual PAGA Payment, if any, unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the released claims against the Released Parties as described in Section

II.D above.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written request ("Request for Exclusion") to the Settlement Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims. You cannot opt-out of the PAGA portion of the proposed Settlement.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Walker v. GSF Properties, Inc.*, Case Number BCV-24-100950); (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

- (3) **Object to the Class Settlement.** You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion. If you wish to object to the Class Settlement, you may submit an objection in writing ("Notice of Objection") to the Settlement Administrator.

A Notice of Objection must: (a) contain the case name and number of the Action (*Walker v. GSF Properties, Inc.*, Case Number BCV-24-100950); (b) contain the objector's full name and telephone number; (c) contain a written statement of all grounds for the objection; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 4 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

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

4. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing on [date] at [time] in Department ___ of the Kern Superior Court at _____ to determine whether it will issue final approval of the Settlement Agreement including, but not limited to, whether the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator should be awarded. The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to do so.

5. ADDITIONAL INFORMATION

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

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Final Approval Order and Judgment, or any other Settlement documents is to go to the Settlement Administrator's website at (url). You can also telephone or send an email to the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.kern.courts.ca.gov/> and search for the case using case number (search can be performed via "Case Information" section of website - <https://www.kern.courts.ca.gov/online-services/case-information-search>). You can also make an appointment to personally review court documents in the Kern

County Superior Court (phone number: (661) 610-6000).

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR VIA THE BELOW CONTACT INFORMATION:

[Add Third-Party Administrator's Information]

EXHIBIT 2

FILED
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN
DEC 17 2025
ENDORSED
BY _____ DEPUTY

D.LAW, INC.
Emil Davtyan (SBN 299363)
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Attorneys for Plaintiff TAIREN WALKER,
on behalf of herself and others similarly situated

[Additional counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

TAIREN WALKER, an individual on behalf
of herself and all others similarly situated,

Plaintiff,

vs.

GSF PROPERTIES, INC., a California
corporation; PACIFIC PINES, an entity of
unknown origin; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: BCV-24-100950

Michael A. Caves

Honorable Thomas S. Clark

Department 17

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

Date: December 17, 2025

Time: 8:30 a.m.

Dept.: 17

Address: 1415 Truxton Ave.
Bakersfield, CA 93301

Complaint Filed: March 15, 2024

FAC Filed: May 20, 2024

SAC Filed: October 16, 2025

Trial Date: Not Set

1 Karen I. Gold (State Bar No. 258360)

kgold@blackstonepc.com

2 Marissa A. Mayhood (State Bar No. 334376)

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3 Alexandra Rose (State Bar No. 329407)

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5 8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

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

7 Attorneys for Plaintiff LAILA DROUBI,

8 Individually, and on behalf of others similarly situated

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[PROPOSED] ORDER

On December 17, 2025 at 8:30 a.m. in Department 17 of the above-captioned Court located at 1415 Truxton Avenue, Bakersfield, California 93301, Plaintiffs Laila Droubi and Tairen Walker (together, "Plaintiffs") will and hereby do move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiffs and Defendant GSF Properties, Inc. ("Defendant").

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

IT IS HEREBY ORDERED THAT:

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

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

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

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the Settlement Agreement, appear to be within the range of reasonableness of a settlement that could

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

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

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

All current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

(The Class Period is defined as the period from December 13, 2019 through the date of entry of this Order, subject to Paragraph 15(e) of the Settlement Agreement.)

7. The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Noam Y. Reiffman, and Alexandra Rose of Blackstone Law, APC and David H. Yeremian, Natalie R. Haritounian, Enoch J. Kim, Matthew J. Carraher, and Antonia McKee of D.Law, Inc. as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiffs Laila Droubi and Tairen Walker as the representatives of the Class ("Class Representatives").

9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the Settlement ("Settlement Administrator").

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1 10. Within thirty (30) calendar days after entry of this Order, Defendant will provide the
2 Settlement Administrator with the following information about each Class Member and PAGA
3 Employee: full name, last known mailing address, Social Security number, hire and termination dates,
4 and the number of Workweeks and Pay Periods (collectively referred to as the "Class List") in
5 conformity with the Settlement Agreement..

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

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
24 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
25 before the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the
26 Settlement Administrator to Class Members ("Response Deadline"), or, in the case of a re-mailed
27 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
28 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded

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

7 13. A Final Approval Hearing shall be held before this Court on
8 May 20, 2026 at 8:30 a.m./p.m. in Department 17 of the Kern County
9 Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301, to determine all
10 necessary matters concerning the Settlement, including: whether the proposed settlement of the action
11 on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should
12 be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
13 herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate,
14 and reasonable to the Class Members and PAGA Employees; and determine whether to approve the
15 requests for the Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs,
16 and allocation for the PAGA Amount.

17 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
18 Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the
19 appropriate declarations and supporting evidence, including the Settlement Administrator's
20 declaration, by 5/20/26 8:30, to be heard at the Final Approval Hearing..

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

27 ///

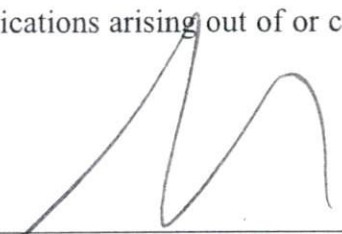
28 ///

1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
4 the parties shall revert back to their respective positions as of before entering into the Settlement
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

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

11 **IT IS SO ORDERED.**

12 Dated: 12/17/25



Honorable ~~Thomas S. Clark~~
Judge of the Superior Court
Michael A. Caves

EXHIBIT 3

- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action

pursuant to PAGA.

- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other

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

- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class

and PAGA action.

- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of

representative wage and hour action pursuant to PAGA.

- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior

Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA

action.

- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage

and hour action pursuant to PAGA.

- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior

Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court,

Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

Matter: Doubri, et al. v. GSF Properties, Inc., et al.

Date	Type of Expense	Description of Expense	Amount
11/2/2023	Other	Case Investigation Costs	\$402.00
11/2/2023	Mailing	Mailing Cost: Plaintiff Laila Droubi's Record Request to Defendant GSF Properties, Inc. (Certified Mail)	\$8.53
12/12/2023	Other	Check to Sagaser, Watkins & Wieland PC for Personnel Records	\$18.30
12/12/2023	Mailing	Mailing Cost: Check to Sagaser, Watkins & Wieland PC	\$4.98
12/22/2023	Filing	Fee to Steno: Class Complaint Packet and Complex Fee (CLASS Filing Fee)	\$2,036.25
2/7/2024	Filing	Fee to Steno: Notice of Acknowledgment of Receipt	\$99.00
8/6/2024	Mediation	Check to Ortman Mediation	\$13,000.00
8/6/2024	Mailing	Mailing Cost to Ortman Mediation	\$5.54
11/22/2024	Other	Payment to Berger Consulting Group	\$11,484.00
4/22/2025	Filing	Fee to Steno: Stip and Order (CLASS Filing Fee)	\$202.00
7/8/2025	Filing	Fee to Steno: Case Management Statement (CLASS Filing Fee)	\$99.00
11/9/2025	Filing	Fee to Steno: Request for Dismissal (CLASS Filing Fee)	\$169.00
12/8/2025	Filing	Fee to Steno: Motion for Preliminary approval (Walker Action)	\$140.95
2/23/2026	Mailing	Mailing Cost to Laila Droubi	\$8.90
	Filing	Future Cost - Fee to Steno: Motion for Final Approval	\$ 140.95
	Filing	Future Cost - Fee to Steno: Notice of Entry of Order (MFA)	\$ 59.95
	Filing	Future Cost - Fee to Steno: Administrator's Declaration re Disbursement	\$ 59.95
Total:			\$27,678.45