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Attorneys for Plaintiff
FRANK BRECKENRIDGE, and the Class

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

FRANK BRECKENRIDGE, individually and
on behalf of others similarly situated,

Plaintiff,

vs.

PACIFIC MATERIAL HANDLING
SOLUTIONS, INC.; and DOES 1 through 25,
inclusive,

Defendant.

Case No. 24CV070227 [lead case]
[consolidated with Case No. 24CV078938]

Honorable Somnath Raj Chatterjee
Department 21

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

Date: August 4, 2026

Time: 2:30 p.m.

Dept: 21

Reservation: 268505381130

Class Complaint Filed: April 3, 2024

PAGA Complaint Filed: June 7, 2024

Consolidated: February 11, 2025

Trial Date: Not Set

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

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1 alleged in the Class Action complaint.

2 5. On December 20, 2024, Plaintiff and Defendant (together, the “Parties”) participated
3 in a formal mediation conducted by Monique Ngo-Bonnici (“Mediator”), a neutral and respected
4 mediator with extensive experience in complex wage and hour matters, and with the assistance of the
5 Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class
6 and representative basis. The Parties then worked diligently to negotiate and memorialize the terms in
7 a long form settlement agreement.

8 6. On or around February 11, 2025, pursuant to the Parties’ joint stipulation, the Court
9 consolidated the Class Action and the PAGA Action for settlement purposes. (Together, the Class
10 Action and the PAGA Action are referred to as the “Action”).

11 7. On June 16, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA
12 Settlement (“Original Agreement”). On January 28, 2026, the Parties executed the Amended Joint
13 Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”). A true
14 and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

15 8. On September 5, 2025, Plaintiff filed a Motion for Preliminary Approval of Class
16 Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On
17 May 27, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA
18 Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the
19 Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed
20 administration procedures and associated deadlines. A true and correct copy of the Preliminary
21 Approval Order is attached hereto as **Exhibit 2**.

22 **Summary of the Terms of the Settlement Agreement**

23 9. By way of the Preliminary Approval Order, the Court certified the following Class for
24 settlement purposes only: “All current and former hourly-paid and/or non-exempt employees who
25 worked for Defendant within the State of California at any time during the Class Period” (“Class” or
26 “Class Members”). The “Class Period” is defined as the period from April 3, 2020, through February
27 20, 2025. The “Settlement Class Members” consist of all Class Members who do not submit a timely
28 and valid Request for Exclusion. The “PAGA Employees” consist of “all current and former hourly-

1 paid or non-exempt employees who worked for Defendant within the State of California at any time
2 during the PAGA Period”. The “PAGA Period” is defined as the period from April 1, 2023, through
3 February 20, 2025.

4 10. Based on the data provided by Defendant following preliminary approval and for
5 purposes of administration of the Class Notice, I am informed that there are 115 Settlement Class
6 Members who worked 10,514 weeks for Defendant during the Class Period (“Workweeks”) and 67
7 PAGA Employees who worked 2,102 pay periods for Defendant during the PAGA Period (“Pay
8 Periods”).

9 11. The Parties have agreed to settle the Class and PAGA claims at issue in the Action for
10 a non-reversionary Gross Settlement Amount of Five Hundred Thousand Dollars (\$500,000), which
11 is exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class
12 Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling
13 One Hundred Seventy-Five Thousand Dollars (\$175,000); (2) Class Counsel’s actual litigation costs
14 and expenses, in the amount of Twenty-Four Thousand Six Hundred and Eight Dollars and Twenty-
15 One Cents (\$24,608.21); (3) Settlement Administration Costs in the amount of Four Thousand Nine
16 Hundred Ninety Dollars (\$4,990); (4) Enhancement Payment in the amount of Ten Thousand Dollars
17 (\$10,000); and (5) PAGA Amount of Fifty Thousand Dollars (\$50,000), of which seventy-five percent
18 (75%), or \$37,500, will be paid to the LWDA, and the remaining twenty-five percent (25%), or
19 \$12,500, will be distributed to PAGA Employees on a pro rata basis. After the above Court-approved
20 amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share
21 in a Net Settlement Amount of approximately Two Hundred Thirty-Five Thousand Four Hundred and
22 One Dollars and Seventy-Nine Cents (\$235,401.79).

23 12. The Settlement does not require Settlement Class Members to submit claims as a
24 prerequisite to receiving their pro rata share of the Net Settlement Amount (“Individual Settlement
25 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their pro
26 rata share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).
27 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
28 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members

1 during the Class Period and multiplying the result by each Settlement Class Member's individual
2 Workweeks worked during the Class Period. Individual PAGA Payments are calculated by the
3 Settlement Administrator by dividing the PAGA Employee Amount of Twelve Thousand Five
4 Hundred Dollars (\$12,500) i.e., twenty-five percent (25%) of the PAGA Amount by the total number
5 of Pay Periods worked by all PAGA Employees during the PAGA Period, and multiplying the result
6 by each PAGA Employee's individual Pay Periods worked during the PAGA Period.

7 13. I am aware from my review of the information provided by the Settlement
8 Administrator that the estimated average gross Individual Settlement Share is \$2,000.09, the estimated
9 highest gross Individual Settlement Share is \$5,578.52, and the estimated lowest gross Individual
10 Settlement Share is \$43.75, the estimated average Individual PAGA Payment is \$186.57, the estimated
11 highest Individual PAGA Payment is \$273.55, and the estimated lowest Individual PAGA Payment is
12 \$5.95.

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

25 15. Each Individual Class Settlement Payment and Individual PAGA Payment check will
26 be valid and negotiable for one hundred and twenty (120) calendar days from the date the checks are
27 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be
28 distributed by the Settlement Administrator to the cy pres beneficiary, Legal Aid at Work.

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1 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
2 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

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

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

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

27 24. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
28 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of

1 California, and is within the accepted range of recoveries for this type of litigation given the inherent
2 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
3 litigation.

4 *Attorneys' Fees and Costs*

5 25. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
6 \$175,000.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
7 expenses totaling Twenty-Four Thousand Six Hundred Eight Dollars and Twenty-One Cents
8 (\$24,608.21). The requested fees and costs are fair compensation for undertaking complex, risky,
9 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
10 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel has borne all
11 of the risks and costs of litigation and will not receive any compensation until recovery is obtained.
12 Class Counsel's requested fee award is summarily addressed as follows but is more fully discussed in
13 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and
14 Costs, Enhancement Payment, and Settlement Administration Costs ("Motion for Final Approval")
15 filed concurrently herewith.

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

25 27. In the present case, Class Counsel has borne all of the risks and costs of litigation and
26 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
27 workload during this litigation when considering taking on additional work that was available, and
28 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class

Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for the Class, the State of California, and the PAGA Employees. Considering the amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$175,000.00) are reasonable and should be awarded.

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

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

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

8 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
9 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
10 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
11 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
12 California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve
13 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
14 California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of
15 \$1,050 is reasonable based on her education and experience and is in line with the market rate.

16 c. Danielle GruppChang is a senior associate attorney. She graduated from California
17 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
18 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
19 California Law San Francisco (formerly known as University of California Hastings College of the
20 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
21 practiced exclusively plaintiff's side labor and employment class and representative action law from
22 2017 through the present. Her hourly rate of \$825 is reasonable based on her education and experience
23 and is in line with the market rate.

24 d. P.J. Van Ert is a senior associate attorney who joined Blackstone in 2023, after having
25 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
26 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
27 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
28 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law

1 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her
2 hourly rate of \$850 is reasonable based on her education and experience and is in line with the market
3 rate.

4 e. I joined Blackstone Law, APC from a highly reputable employment law firm. I
5 graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from
6 Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State
7 Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA
8 representative matters, and my work has included, inter alia, researching and drafting pleadings,
9 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
10 agreements, engaging in motion practice, claims evaluation and analysis, and making court
11 appearances. My hourly rate of \$750 is reasonable based on my education and experience and is in
12 line with the market rate.

13 29. Class Counsel has spent approximately 190 total hours litigating this matter. To date,
14 our total fees incurred amount to \$178,104.50. Each attorney who worked on this matter engaged in
15 a multitude of tasks, including communicating with the clients and defense counsel; investigating the
16 facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint
17 statements; reviewing documents; preparing for and attending mediation; and facilitating the
18 settlement by drafting the settlement documents and motion papers for obtaining settlement approval.
19 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant
20 community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter,
21 few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation,
22 and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the
23 percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par
24 with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no
25 customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the
26 nature of class action work should be strongly considered by the Court. Wage and hour work presents
27 a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind
28 of class action work requires specialized learning and the willingness to take large risks. A summary

of Class Counsel'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	18.6	\$1,295	\$24,087.00
Barbara DuVan-Clarke	Senior Trial Attorney and Team Lead	65.3	\$1,050	\$68,565.00
Danielle GruppChang	Senior Associate	45.7	\$825	\$37,702.50
P.J. Van Ert	Senior Associate	24.5	\$850	\$20,825.00
Annabel Blanchard	Associate Attorney	35.9	\$750	\$26,925.00

30. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$185,604.50.

31. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Class Counsel seeks reimbursement of a total of Twenty-Four Thousand Six Hundred Eight Dollars and Twenty-One Cents (\$24,608.21) 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.

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

Enhancement Payment

33. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Frank Breckenridge. This Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although

1 some awards are higher. The Declaration of Plaintiff Frank Breckenridge submitted herewith details
2 his work and efforts in bringing and litigating this matter through resolution and supports the requested
3 Enhancement Payment. Specifically, Plaintiff spent approximately 50 to 55 hours participating in this
4 case, including regularly conferring with his attorneys, providing documents concerning his
5 employment with Defendant, answering questions about those documents, providing information
6 regarding the company's practices and the duties of other hourly-paid and/or non-exempt employees,
7 helping his attorneys develop litigation strategy, and making himself available to answer any questions
8 as quickly as possible. Plaintiff also understood that he took a sizeable risk by bringing and pursuing
9 this lawsuit, including the risk that if he lost, he would potentially have to pay the costs in the lawsuit,
10 and the risk of losing income due to the time spent fulfilling his responsibilities in this matter. In
11 contrast, the other employees who will be receiving money from this lawsuit did not have to file a
12 claim or take the risks that Plaintiff took in bringing this action. The requested Enhancement Payment
13 was also disclosed in the Class Notice provided to the Class Members.

14 ***Settlement Administration Costs***

15 34. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court
16 approved, Settlement Administration Costs not to exceed Six Thousand Dollars and Zero Cents
17 (\$6,000.00). Apex Class Action LLC ("Apex"), the Court-approved Settlement Administrator,
18 provided Class Counsel with its quote stating that its cost to administer the Settlement will not exceed
19 Four Thousand Nine Hundred Ninety Dollars and Zero Cents (\$4,990.00).

20 ***Allocation to the LWDA***

21 35. As part of the Settlement, Defendant has agreed to pay Fifty Thousand Dollars and
22 Zero Cents (\$50,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of
23 which the payment of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00)
24 (75% of the PAGA Amount) will be paid to the LWDA for education and enforcement purposes, and
25 the remaining Twenty-Five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents
26 (\$12,500.00), will be distributed to PAGA Employees on a pro rata basis based on the total number of
27 Pay Periods worked by each PAGA Employee during the PAGA Period.

28 36. It is extremely common in approved wage and hour class action cases that settle that

only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

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

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed on July 13, 2026, at Los Angeles, California.

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4 *A. Blanchard*

5 Annabel Blanchard
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EXHIBIT 1

1 §§ 2698 *Et Seq* in the action entitled *Breckenridge v. Pacific Material Handling Solutions, Inc.*,
2 Alameda County Superior Court Case No. 24CV078938 (“PAGA Action”), thereby commencing a
3 PAGA Action against Defendant. The PAGA Action alleges a sole cause of action for civil penalties
4 under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et*
5 *seq.* (“PAGA”) based on the aforementioned California Labor Code violations. On or around February
6 10, 2025, pursuant to the Parties’ joint stipulation, the Court consolidated the Class Action and the
7 PAGA Action for settlement purposes (collectively referred to as the “Action”).

8 2. Defendant denies all allegations set forth in the Action, denies any failure to comply
9 with the laws identified in the Action, denies any and all liability for the causes of action alleged in
10 the Action, and has asserted numerous affirmative defenses. Notwithstanding, in the interest of
11 avoiding further litigation, Defendant desires to fully and finally settle the Action, Released Class
12 Claims (as defined herein), and Released PAGA Claims (as defined herein).

13 3. Class Counsel diligently investigated the class and PAGA claims against Defendant,
14 including any and all applicable defenses and the applicable law. The investigation included, *inter*
15 *alia*, the exchange of information, data, and documents, including pay records, time records,
16 declarations from Class Members, and review of corporate policies and practices. The Parties have
17 engaged in sufficient informal discovery and investigation to assess the relative merits of the claims
18 and contentions of the Parties.

19 4. The Court has not granted class certification.

20 5. On December 20, 2024, the Parties participated in mediation with Monique Ngo-
21 Bonnici (the “Mediator”), a respected mediator of complex wage and hour actions, and with the
22 assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein.
23 The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of
24 an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the
25 costs and risks associated with continued litigation. Based on Class Counsel’s investigation and
26 evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the
27 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest
28 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.

6. 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.

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

DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

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

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

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

applicable).

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

f. “Class Period” means the period from April 3, 2020 through February 20, 2025.

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

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

i. “Defendant’s Counsel” means Allison B. Moser and Evan Campbell of Coblenz Patch Duffy & Bass LLP.

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

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

1 l. “Enhancement Payment” means the amount to be paid to Plaintiff, in
2 recognition of his effort and work in prosecuting the Action on behalf of Class Members and PAGA
3 Employees, as set forth in Paragraph 12.

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

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

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

11 p. “Gross Settlement Amount” means the amount of Five Hundred Thousand
12 Dollars (\$500,000) to be paid by Defendant in full satisfaction of the Action, Released Class Claims,
13 and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment,
14 PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the
15 Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the
16 Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross
17 Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as
18 provided in Paragraph 13.

19 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
20 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
21 calculated in accordance with Paragraph 12.

22 r. “Individual Class Settlement Payment” means the net payment of each
23 Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of
24 taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as
25 provided in Paragraph 12.

26 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
27 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
28 in accordance with Paragraph 12.

1 t. “LWDA Payment” means the amount of (\$37,500), i.e., 75% of the PAGA
2 Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in
3 Paragraph 12.

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

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

15 w. “PAGA Amount” means the allocation of Fifty Thousand Dollars (\$50,000)
16 from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the
17 PAGA Amount, or \$37,500, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining
18 twenty-five percent (25%), or \$12,500, will be distributed to the PAGA Employees (i.e., the PAGA
19 Employee Amount).

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

23 y. “PAGA Employee Amount” means the amount of Twelve Thousand Five
24 Hundred Dollars (\$12,500), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on
25 a *pro rata* basis based on their Pay Periods.

26 z. “PAGA Period” means the period from April 1, 2023 through February 20,
27 2025.

28 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA

1 Claims.

2 bb. "Pay Periods" means the number of pay periods each PAGA Employee worked
3 for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period. Pay
4 Periods will be calculated the same way that they were calculated by Defendant at mediation which is
5 the number of pay periods between the latest of hire date or statute of limitation start date and the
6 termination date or PAGA Period end date if not terminated.

7 cc. "Preliminary Approval" means the date on which the Court enters the
8 Preliminary Approval Order.

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

12 ee. "Released Class Claims" means any and all claims, debts, liabilities, demands,
13 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were
14 alleged or which could have been alleged based on the factual allegations in the Class Action, arising
15 during the Class Period, under any federal, state, or local law, and shall specifically include claims for
16 Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest
17 periods and associated premium payments, timely pay wages during employment and upon
18 termination, provide compliant wage statements, maintain complete and accurate payroll records, and
19 reimburse necessary business-related expenses in violation of California Labor Code Sections 201,
20 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and
21 Industrial Welfare Commission Wage Orders, including *inter alia*, applicable Wage Order(s), and all
22 claims for attorneys' fees and costs and statutory interest in connection therewith, California Business
23 and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory
24 penalties (excluding civil penalties pursuant to PAGA), pertaining to the Class Members.

25 ff. "Released PAGA Claims" means any and all claims arising from any of the
26 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
27 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all
28 claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime

1 and minimum wages, provide compliant meal and rest periods and associated premium payments,
2 timely pay wages during employment and upon termination, provide compliant wage statements,
3 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
4 in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
5 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
6 including *inter alia*, applicable Wage Order(s).

7 gg. “Released Parties” means Defendant and its current and former officers,
8 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
9 assigns.

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

16 ii. “Response Deadline” means the deadline by which Class Members must submit
17 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
18 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
19 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
20 case the Response Deadline will be extended to the next day on which the United States Postal service
21 is open. The Response Deadline may also be extended by express agreement between Class Counsel
22 and Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the
23 Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the
24 original Response Deadline.

25 jj. “Settlement Administrator” means Apex Class Action Administration, or any
26 other third-party class action settlement administrator agreed to by the Parties and approved by the
27 Court for purposes of administering the Settlement. The Parties and their counsel each represent that
28 they do not have any financial interest in the Settlement Administrator or otherwise have a relationship

with the Settlement Administrator that could create a conflict of interest.

kk. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 12.

II. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

mm. “Workweeks” means 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, which is based on the number of weeks between the latest of the Class Member’s hire date or the beginning of the statute of limitation period and the Class Member’s termination date or end of the class period if the Class Member is a current employee.

nn. “Workweeks Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (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/PAGA Employee and what the Class Member/PAGA Employee 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.

CLASS CERTIFICATION

9. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

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

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- 1 b. Enhancement Payment to Plaintiff. Defendant agrees not to oppose or impede any
2 application or motion by Plaintiff for an Enhancement Payment in the amount up to
3 Ten Thousand Dollars (\$10,000). The Enhancement Payment, which will be paid from
4 the Gross Settlement Amount, subject to Court approval, will be in addition to his
5 Individual Class Settlement Payment as a Settlement Class Member and Individual
6 PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible
7 for correctly characterizing this compensation for tax purposes and for paying any taxes
8 on the amounts received. The Settlement Administrator shall issue an IRS Form 1099
9 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement
10 Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net
11 Settlement Amount for the benefit of the Settlement Class Members.
- 12 c. Settlement Administration Costs. The Settlement Administrator will be paid for the
13 reasonable costs of administration of the Settlement and distribution of payments under
14 the Settlement, which is currently estimated not to exceed Six Thousand Dollars
15 (\$6,000.00). These costs, which will be paid from the Gross Settlement Amount,
16 subject to Court approval, will include, *inter alia*, printing, distributing, and tracking
17 Class Notices and other documents for the Settlement, calculating and distributing
18 payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all
19 required tax reporting, filings, withholdings, and remittances, providing necessary
20 reports and declarations, and other duties and responsibilities set forth herein to process
21 the Settlement, and as requested by the Parties. To the extent the actual Settlement
22 Administrator's costs are greater than the estimated amount stated herein, such excess
23 amount will be deducted from the Gross Settlement Amount, subject to approval by the
24 Court. Any portion of the estimated, designated, and/or awarded Settlement
25 Administration Costs which are not in fact required to fulfill payment to the Settlement
26 Administrator to undertake the required settlement administration duties shall be
27 reallocated to the Net Settlement Amount for the benefit of the Settlement Class
28 Members.

- 1 d. PAGA Employees. Subject to approval by the Court, the Parties agree that the amount
2 of Fifty Thousand Dollars (\$50,000) shall be allocated from the Gross Settlement
3 Amount toward penalties under the Private Attorneys General Act, California Labor
4 Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent
5 (75%), or \$37,500, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-
6 five percent (25%), or \$12,500, will be distributed to PAGA Employees (i.e., the PAGA
7 Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods
8 worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA
9 Payments). Individual PAGA Payments will be calculated and apportioned from the
10 PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as
11 follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e.,
12 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
13 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by
14 the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.
- 15 e. Individual Class Settlement Share Calculations. Individual Class Settlement Shares
16 will be calculated and apportioned from the Net Settlement Amount based on the Class
17 Members' number of Workweeks, as follows:
- 18 i. After Preliminary Approval, the Settlement Administrator will divide the
19 Net Settlement Amount by the Workweeks of all Class Members to yield
20 the "Estimated Workweek Value," and multiply each Class Member's
21 individual Workweeks by the Estimated Workweek Value to yield each
22 Class Member's estimated Individual Class Settlement Share that the
23 Class Member may be entitled to receive under the Class Settlement.
- 24 ii. After Final Approval, the Settlement Administrator will divide the final
25 Net Settlement Amount by the Workweeks of all Settlement Class
26 Members to yield the "Final Workweek Value," and multiply each
27 Settlement Class Member's individual Workweeks by the Final
28 Workweek Value to each Settlement Class Member's final Individual

Class Settlement Share.

13. Escalator Clause. Defendant has represented that the Class Members worked a total of 10,790 Workweeks during the period from April 3, 2020 through December 20, 2024. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the time period from April 3, 2020 through December 20, 2024 actually exceeds 10,790 by more than 10% (i.e., by more than 11,869 Workweeks), then the Gross Settlement Amount will be increased on a pro rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to 11,977 Workweeks, then the Gross Settlement Amount will increase by 1%.

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

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

16. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or

1 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
2 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
3 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
4 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
5 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
6 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
7 Members, and PAGA Employees should consult with their tax advisors concerning the tax
8 consequences of any payment they receive under the Settlement.

9 **SETTLEMENT FUNDING, PAYMENTS, AND ADMINISTRATION**

10 17. Funding of the Gross Settlement Amount. No later than fourteen (14) calendar days
11 after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified
12 Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be
13 established by the Settlement Administrator. Defendant shall provide all information necessary for
14 the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit
15 state unemployment insurance tax ID number, and other information requested by the Settlement
16 Administrator, no later than fourteen (14) calendar days after the Effective Date.

17 18. Distribution of the Gross Settlement Amount. Within fourteen (14) calendar days of
18 the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
19 Class Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA
20 Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and
21 Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator
22 shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and
23 withholding, and timely forward these to the appropriate government authorities.

24 19. Settlement Checks. The Settlement Administrator will be responsible for undertaking
25 appropriate deductions, required tax reporting, and issuing the Individual Class Settlement Payments
26 by way of check to the Settlement Class Members and the Individual PAGA Payments by way of
27 check to the PAGA Employees in accordance with this Settlement Agreement. When issuing
28 payments, the Settlement Administrator may combine the Individual Class Settlement Payment and

Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Settlement Class Members and PAGA Employees are not required to submit a claim to be issued an Individual Class Settlement Payment and/or Individual PAGA Payment. Each Individual Class Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and twenty (120) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to Legal Aid at Work. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancelation of any Individual Class Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Class Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

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

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

1 approval of the Settlement.

2 22. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
3 Defendant will provide the Class List to the Settlement Administrator.

4 23. Notice by First-Class U.S. Mail.

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

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

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

22 24. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA
23 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which
24 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and
25 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the
26 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
27 means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence
28 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks

1 and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records
2 will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA
3 Employee produces information and/or documents to the contrary, the Settlement Administrator will
4 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement
5 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
6 the disputing Class Member/PAGA Employee should be credited with under the Settlement. The
7 Settlement Administrator's decision on such disputes will be final and non-appealable.

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

27 26. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
28 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by

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

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

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

29. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to

the Court and counsel for all Parties.

MOTION FOR PRELIMINARY AND FINAL APPROVAL

30. **Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.**

Plaintiff and Class Counsel will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court, and the Parties agree to work together in good faith to resolve any disagreements that arise from the draft motion. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

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

If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

31. **Duties of the Parties with Respect to Obtaining Final Approval of the Settlement.** After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a)

Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payment to Plaintiff;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

RELEASE OF CLAIMS

32. Class Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, transferees, and assigns, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

33. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiff and the State of California (including the LWDA) with respect to 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.

34. Plaintiff's General Release. Plaintiff has entered into a separate settlement agreement regarding his broader, general release of claims.

1 35. 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 **ADDITIONAL PROVISIONS**

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

TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

38. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

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

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

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

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

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

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

39. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant

1 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
2 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
3 of action or right herein released and discharged.

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

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

16 42. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
17 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
18 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
19 Approval Hearing to be conducted by the Court.

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

27 44. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
2 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
3 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
4 full authority to enter into this Settlement Agreement, and further intend that this Settlement
5 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
6 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
7 confidentiality provisions that otherwise might apply under state or federal law.

8 45. Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary
9 Approval is filed Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that they
10 and each of them will not disclose, disseminate or publicize, any of the terms of the Agreement,
11 directly or indirectly, to any person, corporation, association, government agency, or other entity
12 except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
13 this Agreement confidential; (b) to the extent necessary to report income to appropriate taxing
14 authorities; (c) in response to a court order or subpoena; or (d) in response to an inquiry or subpoena
15 issued by a state or federal government agency. This paragraph does not restrict Class Counsel's
16 communications with Class Members in accordance with Class Counsel's ethical obligations owed to
17 Class Members.

18 46. Use and Return of Class Data. Information provided to Class Counsel pursuant to
19 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
20 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
21 connection with the Settlement, may be used only with respect to this Settlement, and no other
22 purposes, and may not be used in any way that violates any existing contractual agreement, statute or
23 rule of court. No later than ninety days after the date when the Court discharges the Administrator's
24 obligation to provide a declaration confirming the final pay out of all Settlement Funds, upon
25 Defendant's written request, Plaintiff and the Administrator shall destroy all paper and electronic
26 versions of Class Data received from Defendant unless, prior to the Court's discharge of the
27 Administrator's obligations, Defendant makes a written request to Class Counsel for the return, rather
28 than the destructions of Class Data. Plaintiff and Administrator shall provide written certification to

1 Defendant confirming destruction of information pursuant to this paragraph.

2 47. Signatories. It is agreed that because the members of the Class are so numerous, it is
3 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
4 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
5 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
6 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
7 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
8 Member and PAGA Employee.

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

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

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

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

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

1 Agreement valid and enforceable.

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

5 54. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
6 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
7 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
8 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
9 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
10 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
11 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
12 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
13 construed as an admission or concession by Defendant of any such violations or failures to comply
14 with any applicable law. The Parties agree to stipulate to class action certification for purposes of
15 settlement purposes only. If, for any reason the Court does not grant Preliminary Approval, Final
16 Approval or enter Judgment, the stipulation to certification will be void, Defendant reserves the right
17 to contest certification of any class for any reasons, Defendant reserves all available defenses to the
18 claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds
19 available and to contest Defendant's defenses. The Parties further agree that certification for purposes
20 of the Settlement is not an admission that class action certification is proper under the standards
21 applied to contested certification motions and that this Agreement will not be admissible in this or any
22 other proceeding as evidence either that a class action should be certified or that Defendant is liable
23 to Plaintiff or any Class Member. Except as necessary in a proceeding to enforce the terms of this
24 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or
25 received as evidence in any action or proceeding to establish any liability or admission on the part of
26 Defendant or to establish the existence of any condition constituting a violation of, or a non-
27 compliance with, federal, state, local or other applicable law.

28 55. Captions. The captions and paragraph numbers in this Settlement Agreement are

1 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
2 intent of the provisions of this Settlement Agreement.

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

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

13 58. All Terms Subject to Final Court Approval. All amounts and procedures described in
14 this Settlement Agreement herein will be subject to final Court approval.

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

19 To Plaintiffs and Class Counsel:

20 Jonathan M. Genish
21 jgenish@blackstonepc.com
22 Barbara DuVan-Clarke
23 BDC@blackstonepc.com
24 Annabel Blanchard
25 ablanchard@blackstonepc.com
26 **BLACKSTONE LAW, APC**
27 8383 Wilshire Boulevard, Suite 745
28 Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

26 To Defendant:

27 Allison B. Moser
28 amoser@coblentzlaw.com
COBLENTZ PATCH DUFFY & BASS LLP
One Montgomery Street, Suite 3000

San Francisco, California 94104

60. 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 Plaintiff and Defendant:

IT IS SO AGREED.

Dated: 01/23/2026

PLAINTIFF FRANK BRECKENRIDGE

Frank Breckenridge

Frank Breckenridge

**DEFENDANT PACIFIC MATERIAL
HANDLING SOLUTIONS, INC.**

Dated: _____

Full Name: _____

Title: _____
On behalf of Pacific Material Handling
Solutions, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 1/23/2026


Jonathan M. Genish
Barbara DuVan-Clarke
*Attorneys for Plaintiff Frank Breckenridge
and Proposed Class Counsel*

60. 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 Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF FRANK BRECKENRIDGE

Frank Breckenridge

Dated: 01/23/2026

Frank Breckenridge

**DEFENDANT PACIFIC MATERIAL
HANDLING SOLUTIONS, INC.**

Dated: 1/28/26

Ralph E. Logan
Full Name: RALPH E. LOGAN

Title: PRESIDENT

On behalf of Pacific Material Handling
Solutions, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 1/23/2026

Jonathan M. Genish
Jonathan M. Genish

Barbara DuVan-Clarke

*Attorneys for Plaintiff Frank Breckenridge
and Proposed Class Counsel*

COBLENTZ PATCH DUFFY & BASS LLP



Dated: January 26, 2026

Allison B. Moser
Attorneys for Defendant Pacific Material
Handling Solutions, Inc.

NOTICE OF CLASS ACTION SETTLEMENT

Breckenridge v. Pacific Material Handling Solutions, Inc.

Superior Court of California for the County of Alameda, Cases No. 24CV070227 and No. 24CV078938

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Frank Breckenridge ("Plaintiff") and Defendant Pacific Material Handling Solutions, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Breckenridge v. Pacific Material Handling Solutions, Inc.*, Alameda County Superior Court, Cases No. 24CV070227 and No. 24CV078938 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

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

"Class Period" means the period from April 3, 2020 through February 20, 2025.

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

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

"PAGA Period" means the period from April 1, 2023 through February 20, 2025.

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

II. BACKGROUND OF THE ACTION

On April 1, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On April 3, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action ("Class Action"). On June 7, 2024, Plaintiff filed a Complaint for Enforcement Action under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq* ("PAGA Action").

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

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

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Frank Breckenridge as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle L. GruppChang
P.J. Van Ert
Annabel Blanchard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), 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 in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

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 Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Hundred Thousand Dollars (\$500,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty five percent (35%) of the Gross Settlement Amount (i.e., \$ 175,000), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars (\$30,000) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for his services in the Action; (3) the amount of Fifty Thousand Dollars (\$50,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$37,500) (“LWDA Payment”) and the remaining 25% (\$12,500) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Dollars (\$6,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period, which is based on the number of weeks between the latest of the Class Member’s hire date or the beginning of the statute of limitation period and the Class Member’s termination date or end of the class period if the Class Member is a current employee (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek

Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

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

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“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 will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

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

According to Defendant’s records:

- **From April 3, 2020 through February 20, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From April 1, 2023 through February 20, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Breckenridge v. Pacific Material Handling Solutions, Inc.*, Case No. 24CV070227); (b) contain your 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/PAGA Employee and what the Class Member/PAGA Employee contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

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

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

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

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

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

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, transferees, and assigns, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the State of California with respect to 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” any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Class Action, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, applicable Wage Order(s), and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties (excluding civil penalties pursuant to PAGA), pertaining to the Class Members.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, applicable Wage Order(s).

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty five percent (35%) of the Gross Settlement Amount (i.e., \$ 175,000) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Dollars (\$6,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Class Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

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

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

B. Request Exclusion from the Class Settlement

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

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Breckenridge v. Pacific Material Handling Solutions, Inc.*, Case No. 24CV070227); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

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

C. Object to the Class Settlement

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

The Notice of Objection must: (a) contain the case name and number of the Action (*Breckenridge v. Pacific Material*

Handling Solutions, Inc., Case No. 24CV070227); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 21 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

VI. 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.

You may view the Settlement Agreement and other documents filed in the Action by visiting the court's website at <https://portal.alameda.courts.ca.gov/>

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

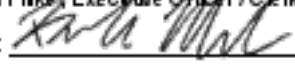
PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

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

EXHIBIT 2

05/27/2026

Clerk of the Court, Executive Officer / Clerk of the Court

By:  Deputy
B. Mercado

Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Danielle L. GruppChang (State Bar No. 313881)
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8383 Wilshire Boulevard, Suite 745
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Attorneys for Plaintiff FRANK BRECKENRIDGE

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

FRANK BRECKENRIDGE, individually and
on behalf of other similarly situated,

Plaintiff,

vs.

PACIFIC MATERIAL HANDLING
SOLUTIONS, INC.; and DOES 1 through 25,
inclusive,

Defendant.

Case No.: 24CV070227 [lead case]
[consolidated with Case No. 24CV078938]

Honorable Somnath Raj Chatterjee
Department 21

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

Date: February 24, 2026
Time: 2:30 p.m.
Dept.: 21

Class Complaint Filed: April 3, 2024
PAGA Complaint Filed: June 7, 2024
Consolidated: February 11, 2025
Trial Date: Not Set

~~[REVISED PROPOSED]~~ ORDER

On February 24, 2026 at 2:30 p.m. in Department 21 of the above-captioned Court located at 1225 Fallon Street, Oakland, California 94612, Plaintiff Fank Breckenridge's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Somnath Raj Chatterjee. Blackstone Law, APC appeared on behalf of Plaintiff and Coblentz Patch Duffy & Bass LLP appeared on behalf of Defendant Pacific Material Handling Solutions, 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** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as "Exhibit 2" to the Supplemental Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

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

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

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

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

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

20 (The Class Period is defined as the period from April 3, 2020 through February 20,
21 2025.)

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

25 8. The Court provisionally appoints Plaintiff Fank Breckenridge as the representative of
26 the Class ("Class Representative").

27 9. The Court provisionally appoints Apex Class Action Administration to handle the
28 administration of the Settlement ("Settlement Administrator").

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

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

11. The Class Notice is to be mailed with a postage-paid return envelope to the Class.

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

13. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members (“Response Deadline”), unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by

express agreement between Class Counsel and Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

14. A Final Approval Hearing shall be held before this Court on 8/4/26 at 2:30 PM at _____ a.m./p.m. in Department 21 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, California 94612, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Amount.

15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by CCP 1005 schedule, to be heard at the Final Approval Hearing.

16. To object to the Class Settlement, a Settlement Class Member must submit their Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members,

1 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
2 regardless of whether they have submitted a Notice of Objection.

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

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

13 **IT IS SO ORDERED.**

14
15 Dated: 05/27/2026



Honorable Somnath Raj Chatterjee
Judge of the Superior Court
S. Raj Chatterjee / Judge

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EXHIBIT 1

Breckenridge v. Pacific Material Handling Solutions, Inc.
Superior Court of California for the County of Alameda, Cases No. 24CV070227 and No.
24CV078938

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

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

I. IMPORTANT DEFINITIONS

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

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

1 other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses,
2 restitution, penalties, interest, and attorneys' fees and costs.

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

4 The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached
5 a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement
6 ("Settlement" or "Settlement Agreement").

7 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The
8 Court has appointed Apex Class Action as the administrator of the Settlement ("Settlement Administrator"),
9 Plaintiff Frank Breckenridge as representative of the Class ("Class Representative"), and the following
10 Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

11 Jonathan M. Genish
12 Barbara DuVan-Clarke
13 Danielle L. GruppChang
14 P.J. Van Ert
15 Annabel Blanchard

16 **Blackstone Law, APC**

17 8383 Wilshire Boulevard, Suite 745

18 Beverly Hills, California 90211

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

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

27 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is
28 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 Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their
respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued
litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the
State of California, and PAGA Employees.

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

30 **A. Settlement Formula**

31 The total gross settlement amount is Five Hundred Thousand Dollars (\$500,000) (the "Gross Settlement
32 Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is
33 referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount
34 less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to
35 exceed thirty five percent (35%) of the Gross Settlement Amount (i.e., \$ 175,000), and reimbursement of
36 litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars (\$30,000) to Class Counsel;
37 (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for his
38 services in the Action; (3) the amount of Fifty Thousand Dollars (\$50,000) allocated toward civil penalties under
the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$37,500)
("LWDA Payment") and the remaining 25% (\$12,500) will be distributed to PAGA Employees ("PAGA
Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Dollars
(\$6,000.00) to the Settlement Administrator.

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

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

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“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 will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

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

According to Defendant’s records:

- From April 3, 2020 through February 20, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.
- From April 1, 2023 through February 20, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Breckenridge v. Pacific Material Handling Solutions, Inc.*, Case No. 24CV070227); (b) contain your 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/PAGA Employee and what the Class Member/PAGA Employee contends is the

correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

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

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

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

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

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

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, transferees, and assigns, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the State of California with respect to 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" any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Class Action, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, applicable Wage Order(s), and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties (excluding civil penalties pursuant to PAGA), pertaining to the Class Members.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),

1 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
2 including *inter alia*, applicable Wage Order(s).

3 “Released Parties” means Defendant and its current and former officers, directors, members, insurers,
4 shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

5 **E. Attorneys’ Fees and Costs to Class Counsel**

6 Class Counsel will seek attorneys’ fees in an amount not to exceed thirty five percent (35%) of the Gross
7 Settlement Amount (i.e., \$ 175,000) and reimbursement of litigation costs and expenses in an amount not to
8 exceed Thirty Thousand Dollars (\$30,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by
9 the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount.
10 Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on
11 a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs
12 and expenses.

13 **F. Enhancement Payment to Plaintiff**

14 Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) (“Enhancement Payment), in recognition of
15 his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement
16 Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual
17 Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

18 **G. Settlement Administration Costs to Settlement Administrator**

19 Payment to the Settlement Administrator is estimated not to exceed Six Thousand Dollars (\$6,000) (“Settlement
20 Administration Costs”) for the costs of the notice and settlement administration process, including and not
21 limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion,
22 Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Class
23 Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the
24 Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

26 **A. Participate in the Settlement**

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

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

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

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

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

[Mailing Address]

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

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

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

The Court will hold a Final Approval Hearing in Department 21 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

VI. 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.

1 You may view the Settlement Agreement and other documents filed in the Action by visiting the court's website
2 at <https://eportal.alameda.courts.ca.gov/>

3 You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Action.

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

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

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 05/28/2026
PLAINTIFF/PETITIONER: FRANK BRECKENRIDGE et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: PACIFIC MATERIAL HANDLING SOLUTIONS, INC et al	B. Mercado
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV070227

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [REVISED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

ALLISON B. MOSER
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Jonathan M. Genish, Esq.
BLACKSTONE LAW, APC
jgenish@blackstonepc.com

Dated: 05/28/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



B. Mercado, Deputy Clerk

EXHIBIT 3

- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *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.
- *Brittini 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

List of Expenses Items - 3/12/2026

Date	Type of Expense	Title	Amount
3/5/2024	Mailing	Welcome Package to Frank Breckenridge	\$1.63
3/6/2024	Mailing	Records Request to Pacific Material Handling Solutions	\$8.69
4/1/2024	Filing	PAGA Letter Filing Fee	\$75.00
4/1/2024	Mailing	PAGA Mailing to Pacific Material Handling Solutions	\$8.69
4/11/2024	Filing	Steno – Summons & Complaint Packet	\$1,997.20
6/10/2024	Filing	Steno – Summons & Complaint Packet (PAGA)	\$647.20
7/8/2024	Filing	Steno – Proof of Service	\$59.95
7/11/2024	Filing	Steno – Proof of Service (PAGA)	\$59.95
8/5/2024	Filing	Steno – Notice of Posting Jury Fees	\$262.45
12/6/2024	Mediation	Payment to Signature Resolution	\$10,495.00
1/8/2025	Consulting	Payment to Berger Consulting Group	\$9,555.00
4/17/2025	Filing	Steno - Notice of Remote Appearance	\$59.95
4/17/2025	Filing	Steno – Notice of Remote Appearance (PAGA)	\$59.95
8/27/2025	Filing	Steno - Case Management Statement	\$99.95
9/8/2025	Filing	Steno – Motion for Preliminary Approval and Supporting Docs	\$140.95
9/8/2025	Service	Steno – Courtesy Copy Delivery of Motion for Preliminary Approval and Supporting Docs	\$227.50
12/3/2025	Filing	Steno – Joint Case Management Statement	\$59.95
2/19/2026	Filing	Steno – Supplemental Declaration, Proposed Order, POS	\$99.95
2/19/2026	Service	Steno - Courtesy Copy Delivery of Supplemental Declaration, Proposed Order, POS	\$99.95
2/25/2026	Other	Court Technology Fee (MFA Hearing Reservation)	\$1.00
6/2/2026	Filing	Steno - Notice of Entry MPA Order	\$99.95
	Filing	Estimated Cost - Steno: Motion for Final Approval ("MFA") and Supporting Documents	\$ 140.95
	Service	Estimated Cost - Steno: Courtesy Copy Delivery of Motion for Final Approval ("MFA") and Supporting Documents	\$ 227.50
	Filing	Estimated Cost - Steno: Notice of Entry of Judgment or Order (MFA)	\$ 59.95
	Filing	Estimated Cost - Steno: Administrator's Final Report	\$ 59.95
		Total:	\$ 24,608.21