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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SABRINA RODRIGUEZ, individually, and on
behalf of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

WESTPORT PROPERTIES, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24STCV14703

Honorable Elihu M. Berle
Department 6

**DECLARATION OF ALEXANDRA ROSE
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: November 6, 2026
Time: 9:00 a.m.
Dept: 6

Complaint Filed: June 11, 2024
FAC Filed: August 5, 2025
Trial Date: Not Set

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1 and representative basis. The Parties then worked diligently to negotiate and memorialize the terms
2 in a long form settlement agreement.

3 7. On April 29, 2025, Plaintiff provided an amended written notice to the LWDA by
4 online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section
5 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by
6 Defendant.

7 8. On August 5, 2025, Plaintiff filed a First Amended Class and Representative Action
8 Complaint (“Operative Complaint”) in the Action, which, *inter alia*, added the PAGA claims alleged
9 in the PAGA Action to the Action. The Operative Complaint alleges ten (10) causes of action for
10 violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime
11 wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to
12 provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages
13 during employment, failure to provide compliant wage statements, failure to timely pay wages upon
14 termination, and failure to reimburse necessary business expenses, for violations of California
15 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor
16 Code violations, and for civil penalties under PAGA based on the aforementioned California Labor
17 Code violations.

18 9. On August 13 and 28, 2025, the Parties executed the Joint Stipulation of Class Action
19 and PAGA Settlement (“Original Agreement”).

20 10. On October 17, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action
21 and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents.

22 11. On March 16, 2026, the Court held a hearing on the Motion for Preliminary Approval
23 in which it raised points of inquiry with regard to the Motion for Preliminary Approval and ordered
24 the Parties to amend the Original Agreement to specify a cut-off date for the Class Period and PAGA
25 Period and revise the definition of Released Class Claims.

26 12. On May 13, 2026, the Parties executed the First Amended Joint Stipulation of Class
27 Action and PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of
28 Settlement Agreement is attached hereto as **Exhibit 1**.

1 13. On May 15, 2026, Defendant filed supplemental papers in support of the Motion for
2 Preliminary Approval, addressing the Court’s inquiries regarding the Motion for Preliminary Approval
3 and informing the Court that the Gross Settlement Amount and PAGA Amount had increased pursuant
4 to the Escalator Clause.

5 14. On July 28, 2026, the Court entered the Order Granting Preliminary Approval of Class
6 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the
7 terms of the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the
8 proposed administration procedures and associated deadlines. A true and correct copy of the
9 Preliminary Approval Order is attached hereto as **Exhibit 2**.

10 **Summary of the Terms of the Settlement Agreement**

11 15. By way of the Preliminary Approval Order, the Court certified the following Class for
12 settlement purposes only: “All non-exempt employees who worked for Defendant in California at any
13 time during the Class Period” (“Class” or “Class Members”). The “Class Period” is defined as the
14 period from August 15, 2023 through May 16, 2025. The “Settlement Class Members” consist of all
15 Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA
16 Employees” consist of “all non-exempt employees who worked for Defendant in California during the
17 PAGA Period.” The “PAGA Period” is defined as the period from August 15, 2023 through May 1,
18 2026.

19 16. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
20 Complaint for a non-reversionary Gross Settlement Amount of Four Hundred Twenty-One Thousand
21 Eight Hundred Sixty Dollars and Zero Cents (\$421,860.00), which is exclusive of employer-side
22 payroll taxes. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of
23 thirty-five percent (35%) of the Gross Settlement Amount, equaling One Hundred Forty-Seven
24 Thousand Six Hundred Fifty-One Dollars and Zero Cents (\$147,651.00); (2) Class Counsel’s actual
25 litigation costs and expenses, in the amount of Twenty-Six Thousand Seven Hundred Sixty Dollars
26 and Twenty Cents (\$26,760.20); (3) Settlement Administration Costs in the amount of Seven
27 Thousand Nine Hundred Ninety Dollars and Zero Cents (\$7,990.00); (4) Enhancement Payment in the
28 amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); and (5) PAGA Amount

1 in the amount of Sixty-Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$66,360.00). After
2 the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement
3 Class Members will share in a Net Settlement Amount of approximately One Hundred Sixty-Five
4 Thousand Five Hundred Ninety-Eight Dollars and Eighty Cents (\$165,598.80).

5 17. The Settlement does not require Settlement Class Members to submit claims as a
6 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement
7 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
8 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).
9 Individual Settlement Shares and Individual PAGA Payments are calculated based on the number of
10 pay periods each Settlement Class Member and PAGA Employee worked for Defendant as a non-
11 exempt employee in California during the Class Period and PAGA Period (“Pay Periods”). Individual
12 Settlement Shares are calculated by the Settlement Administrator by dividing the Net Settlement
13 Amount by the total number of Pay Periods worked by all Settlement Class Members during the Class
14 Period and multiplying the result by each Settlement Class Member’s Pay Periods worked during the
15 Class Period. Individual PAGA Payments are calculated by the Settlement Administrator by dividing
16 the amount of the PAGA Employees’ twenty-five percent (25%) share of the PAGA Amount
17 (\$16,590.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA
18 Period and multiplying the result by each PAGA Employee’s Pay Periods worked during the PAGA
19 Period.

20 18. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
21 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will
22 be reported on an IRS Form W2 and the portions allocated to penalties, interest, and non-wage
23 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The
24 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect
25 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
26 Members for their net payment of their Individual Settlement Share (“Individual Settlement
27 Payment”). The employer’s share of taxes and contributions in connection with the wages portion of
28 Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross

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

3 19. Each Individual Settlement Payment and Individual PAGA Payment check will be
4 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
5 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be
6 distributed by the Settlement Administrator to Court Appointed Special Advocates of Los Angeles as
7 the *cy pres* recipient. The Parties and their counsel have each represented that they do not have a
8 financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could
9 create a conflict of interest.

10 **Notice to the LWDA**

11 20. On May 14, 2026, Class Counsel submitted a copy of the Settlement Agreement to the
12 LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2).
13 The LWDA has not objected or otherwise responded to the submission.

14 **The Settlement Is Fair and Reasonable**

15 ***Discovery and Informed Arms-Length Negotiations***

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

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

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1 23. Based on the information exchanged, the Parties extensively briefed issues regarding
2 class certification and liability and provided their analyses to the Mediator who helped the Parties
3 debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and
4 prepared to litigate this matter through class certification and trial if the Parties had been unable to
5 reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable
6 and experienced counsel. Class Counsel are respected members of the California State Bar with strong
7 records of vigorous and effective advocacy and are experienced in handling complex wage and hour
8 class action litigation. Accordingly, Class Counsel had sufficient information and experience to act
9 intelligently in negotiating the Settlement.

10 24. Although the investigation and information discovered supports Plaintiff's contentions,
11 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
12 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

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

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

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

10 28. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
11 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
12 California, and is within the accepted range of recoveries for this type of litigation given the inherent
13 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
14 litigation.

15 ***Attorneys' Fees and Costs***

16 29. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
17 \$147,651.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
18 expenses totaling Twenty-Six Thousand Seven Hundred Sixty Dollars and Twenty Cents
19 (\$26,760.20). The requested fees and costs are fair compensation for undertaking complex, risky,
20 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
21 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee
22 award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final
23 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment,
24 and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

25 30. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter
26 has translated into tangible monetary benefits for the Settlement Class Members, the State of
27 California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of
28 California, and the PAGA Employees will obtain monetary recovery over a relatively short period of

1 time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed
2 result that compares favorably with other similar class action settlements of this type, given the
3 strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or
4 costs that would have only increased significantly had the Action progressed through trial and/or
5 appeals.

6 31. In the present case, Class Counsel has borne all of the risks and costs of litigation and
7 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
8 workload during this litigation when considering taking on additional work that was available, and
9 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
10 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
11 favorable result for the Class, the State of California, and the PAGA Employees. Considering the
12 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
13 similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of
14 the Gross Settlement Amount (i.e., \$147,651.00) are reasonable and should be awarded.

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

23 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
24 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
25 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
26 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
27 associate and remained employed there from September 2008 through August 2015. During his
28 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from

1 employment, corporate, entertainment, and general business litigation matters, though his primary area
2 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
3 those cases, he was the only or primary attorney managing the case and thus obtained extensive
4 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
5 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
6 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
7 motions and pleadings, including dispositive and certification motions; strategized on all cases;
8 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
9 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
10 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
11 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
12 the cases he managed were highly publicized, with articles written about them in the Los Angeles
13 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
14 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
15 which is well within the prevailing rate for attorneys with his experience in this area of practice in
16 Southern California.

17 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
18 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
19 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
20 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
21 California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve
22 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
23 California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of
24 \$1,050 is reasonable based on her education and experience and is in line with the market rate.

25 c. Danielle L. GruppChang is a senior associate attorney. She graduated from California
26 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
27 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
28 California Law San Francisco (formerly known as University of California Hastings College of the

1 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
2 practiced exclusively plaintiff's side labor and employment class and representative action law from
3 2017 through the present. Her hourly rate of \$825 is reasonable based on her education and experience
4 and is in line with the market rate.

5 d. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
6 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
7 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
8 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
9 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
10 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.
11 Her hourly rate of \$850 is reasonable based on her education and experience and is in line with the
12 market rate.

13 e. I joined Blackstone from a highly reputable employment law firm. I graduated from
14 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
15 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California
16 in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally
17 licensed in all federal district courts of California. I manage the post-settlement department at
18 Blackstone. In that capacity, I oversee and handle over 100 wage-and-hour putative class actions
19 and/or representative actions under PAGA that are in settlement. My hourly rate of \$750 is reasonable
20 based on my education and experience and is in line with the market rate.

21 f. Shawn Bahmani is a former attorney of Blackstone who originally joined Blackstone
22 from a firm focused on class action litigation. He graduated from San Diego State University with a
23 Bachelor of Sciences degree in 2014 and from Tulane University Law School with a Juris Doctor
24 degree in 2019. He was admitted to the State Bar of California in May 2022. His hourly rate of \$650
25 is reasonable based on his education and experience and is in line with the market rate.

26 33. Class Counsel has spent approximately 205 total hours litigating this matter. To date,
27 our total fees incurred amount to \$189,047. Each attorney who worked on this matter engaged in a
28 multitude of tasks, including communicating with the client and defense counsel; investigating the

facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of 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	18.60	\$1,295	\$24,087
Barbara DuVan-Clarke	Senior Trial Attorney / Team Lead	67.80	\$1,050	\$71,190
Danielle L. GruppChang	Senior Associate	31.20	\$825	\$25,740
P.J. Van Ert	Senior Associate	43.30	\$850	\$36,805
Alexandra Rose	Senior Associate	25.60	\$750	\$19,200
Shawn Bahmani	Associate	18.50	\$650	\$12,025

34. 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 \$196,547.

35. 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-Six Thousand Seven Hundred Sixty Dollars and Twenty Cents (\$26,760.20) 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.

36. 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

37. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff. The requested 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 some awards are higher. The Declaration of Plaintiff Sabrina Rodriguez submitted herewith details her work and efforts in bringing and litigating this matter through resolution and supports the requested Enhancement Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to the Class Members.

Settlement Administration Costs

38. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administration Costs not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00). Apex Class Action LLC, the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement is Seven Thousand Nine Hundred Ninety Dollars and Zero Cents (\$7,990.00).

Allocation to the LWDA

39. As part of the Settlement, Defendant has agreed to pay Sixty-Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$66,360.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Forty-Nine Thousand Seven Hundred Seventy

Dollars and Zero Cents (\$49,770.00) (75% of the PAGA Amount) will be paid to the LWDA for education and enforcement purposes.

40. 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

41. 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

1 and time of the hearing on final approval of the Settlement and informed Class Members how to obtain
2 additional information about the Settlement.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct. Executed on September 9, 2026, at Jersey City, New Jersey.

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6 Alexandra Rose
7 Alexandra Rose
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EXHIBIT 1

FIRST AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This First Amended Joint Stipulation of Class Action and PAGA Settlement (“**Settlement**,” “**Agreement**,” or “**Settlement Agreement**”) is made and entered into by and between Plaintiff Sabrina Rodriguez (“**Plaintiff**” or “**Class Representative**”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Westport Properties, Inc. (“**Defendant**”) (together, Plaintiff and Defendant are referred to as “**Parties**” and individually as “**Party**”).

The Parties agree to supplant the Joint Stipulation of Class Action and PAGA Settlement entered into by the Parties on August 28, 2025 with this First Amended Joint Stipulation of Class Action and PAGA Settlement.

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined in this Agreement), the State of California as to the employment of PAGA Employees (as defined in this Agreement), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On June 10, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency (“**LWDA**”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant, and on April 29, 2025, provided an amended notice to the LWDA and Defendant (together, “**PAGA Letter**”).

2. On June 11, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Sabrina Rodriguez v. US Storage Centers, Inc., et al.*, Los Angeles County Superior Court Case No. 24STCV14703 (“**Action**”), thereby commencing a putative class action against Defendant and former defendant US Storage Centers, Inc.

3. On October 18, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Sabrina Rodriguez v. US Storage Centers, Inc., et al.*, Los Angeles County Superior Court Case No. 24STCV27406 (“**PAGA Action**”), which alleged one cause of action under the Private Attorneys

1 General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“**PAGA**”) against
2 Defendant and former defendant US Storage Centers, Inc.

3 4. On January 7, 2025, pursuant to Plaintiff’s request, the courts in the Action and PAGA
4 Action dismissed former defendant US Storage Centers, Inc. without prejudice.

5 5. On August 5, 2025, Plaintiff filed a First Amended Class and Representative Action
6 Complaint (“**Operative Complaint**”) in the Action, which, *inter alia*, added the PAGA claims alleged
7 in the PAGA Action to the Action. Together, the Action and PAGA Action are referred to as the
8 “**Actions.**”

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

17 7. Defendant denies all material allegations set forth in the Actions and has asserted
18 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
19 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined in this
20 Agreement), and Released PAGA Claims (as defined in this Agreement).

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

26 9. On April 2, 2025, the Parties participated in mediation with Brandon McKelvey, Esq.
27 (the “**Mediator**”), a respected mediator of complex wage and hour actions, and with the assistance of
28 the Mediator’s evaluations, the Parties reached the settlement that is memorialized in this Agreement.

1 The Parties' settlement discussions were conducted at arms' length, and the Settlement is the result of
2 an informed and detailed analysis of Defendant's potential liability and exposure in relation to the
3 costs and risks associated with continued litigation. Based on Class Counsel's investigation and
4 evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the
5 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest
6 of the Class Members, State of California, and PAGA Employees in light of all known facts and
7 circumstances, including the risk of significant delay and uncertainty associated with litigation and
8 various defenses asserted by Defendant.

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

14 **DEFINITIONS**

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

17 a. **"Attorneys' Fees and Costs"** means attorneys' fees approved by the Court for
18 Class Counsel's litigation and resolution of the Actions and all actual costs and expenses incurred and
19 to be incurred by Class Counsel in connection with the Actions and approved by the Court, as set forth
20 in Paragraph 13.

21 b. **"Class"** or **"Class Member(s)"** means all non-exempt employees who worked
22 for Defendant in California at any time during the Class Period.

23 c. **"Class Counsel"** means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
24 L. GruppChang, P.J. Van Ert, and Alexandra Rose of Blackstone Law, APC, who will seek to be
25 appointed counsel for the Class.

26 d. **"Class List"** means a complete list of all Class Members that Defendant will
27 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
28 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; and (4) the number of Pay Periods worked during the Class Period and PAGA Period.

e. **“Class Notice”** means the Notice of Class Action Settlement, substantially in the form attached to this Agreement as **“Exhibit A.”**

f. **“Class Period”** means the period from August 15, 2023, through May 16, 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 Los Angeles.

i. **“Defendant’s Counsel”** means Maria Z. Stearns, Peter Hering, and Emily Propersi of Rutan & Tucker, LLP.

j. **“Dispute”** means a letter submitted by a Class Member/PAGA Employee disputing the number of 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/PAGA Employee’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member/PAGA Employee’s Social Security number; (c) clearly state that the Class Member/PAGA Employee disputes the number of 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.

k. **“Effective Date”** means the date by which both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences: (a) if no Settlement Class Member objects to the Class Settlement, the 61st day after the Court enters the Final Approval Order and Judgment; (b) if one or more Settlement Class Members objects to the Class Settlement, (i) the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment has expired, or (ii) the day after the appellate court affirms the Final Approval Order and Judgment and issues a remittitur if an appeal, review, or writ has been filed.

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

4 m. **“Enhancement Payment”** means the amount to be paid to Plaintiff, in
5 recognition of her effort and work in prosecuting the Actions on behalf of Class Members and PAGA
6 Employees, and general release of claims, as set forth in Paragraph 14.

7 n. **“Final Approval”** means the determination by the Court that the Settlement is
8 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

9 o. **“Final Approval Hearing”** means the hearing at which the Court will consider
10 and determine whether the Settlement should be granted Final Approval.

11 p. **“Final Approval Order and Judgment”** means the order granting final
12 approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to
13 by the Parties, and subject to approval by the Court.

14 q. **“Gross Settlement Amount”** means the amount of Four Hundred Twenty-One
15 Thousand Eight Hundred Sixty Dollars and Zero Cents (\$421,860.00) to be paid by Defendant in full
16 satisfaction of the Actions, Released Class Claims, and Released PAGA Claims, which includes all
17 Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs,
18 and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the
19 Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement
20 Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant.

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

24 s. **“Individual Settlement Payment”** means the net payment of each Settlement
25 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
26 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
27 Paragraph 20.

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t. **“Individual Settlement Share”** means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 18.

u. **“LWDA Payment”** means the amount of Forty-Nine Thousand Seven Hundred Seventy Dollars and Zero Cents (\$49,770.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 15.

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

w. **“Notice of Objection”** means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s 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, postmarked on or before the Response Deadline.

x. **“PAGA Amount”** means the allocation of Sixty-Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$66,360.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$49,770.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$16,590.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

y. **“PAGA Employee(s)”** means all non-exempt employees who worked for Defendant in California during the PAGA Period.

z. **“PAGA Employee Amount”** means the amount of Sixteen Thousand Five Hundred Ninety Dollars and Zero Cents (\$16,590.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

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aa. **“PAGA Period”** means the period from August 15, 2023, through May 1, 2026.

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

cc. **“Pay Periods”** means the number of pay periods each Class Member and PAGA Employee worked for Defendant as a non-exempt employee in California during the Class Period and PAGA Period. Pay Periods will be determined by Defendant from its payroll data.

dd. **“Preliminary Approval”** means the date on which the Court enters the Preliminary Approval Order.

ee. **“Preliminary Approval Order”** means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

ff. **“Released Class Claims”** means any and all claims that have been alleged in the Operative Complaint and asserted against the Released Parties, arising during the Class Period, that arise from the facts, matters, transactions, or occurrences alleged in the Operative Complaint, including, without limiting, claims for 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 accurate wage statements, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

gg. **“Released PAGA Claims”** means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including, without limiting, claims for 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, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation

of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

hh. **“Released Parties”** means Defendant and its current and former parents, predecessors, successors, holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, and agents.

ii. **“Request for Exclusion”** means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, 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 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

jj. **“Response Deadline”** means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, 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.

kk. **“Settlement Administrator”** means Apex Class Action LLC, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that 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.

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

TERMS OF THE AGREEMENT

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

12. Conditional Nature of Settlement. For settlement purposes *only*, the Parties agree a class may be certified in the Action pursuant to California Code of Civil Procedure Section 382, and may proceed as a PAGA representative action.

a. The Parties intend their settlement to be contingent upon the preliminary and final approval of each and every term of this Settlement Agreement, without material modification. The Parties and their respective counsel shall use their respective best efforts to obtain Court approval and implement this Settlement Agreement in accordance with its terms. If the Court does not so approve this Settlement Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the Parties intend this Settlement Agreement to become null and void, and unenforceable, in which event the settlement terms set forth in this Settlement Agreement, including any modifications made with the consent of the Parties, and any action taken or to be taken in connection with this Settlement Agreement shall be terminated and shall become null and void and have no further force or effect, and the class certified for settlement purposes pursuant to this Settlement Agreement will be decertified for all purposes.

b. In the event the Court does not grant preliminary or final approval of the Parties' settlement, or in the event that this Settlement Agreement shall terminate or the settlement embodied in this Settlement Agreement does not become effective for any reason, the Settlement Agreement and all negotiations, court orders and proceedings relating to the Settlement Agreement shall be without

prejudice to the rights of the Plaintiff, Class Members, PAGA Employees, the State of California, and Defendant, each of whom shall be restored to their respective positions existing prior to the execution of this Settlement Agreement, and evidence relating to the Settlement Agreement and all negotiations shall not be discoverable or admissible in the Actions or any other litigation. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of class certification and/or the Action proceeding on a representative basis for any purpose should the Court not grant preliminary or final approval of the Settlement Agreement.

13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$147,651.00 if the Gross Settlement Amount is \$421,860.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax

1 purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue
2 an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested
3 Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net
4 Settlement Amount for the benefit of the Settlement Class Members.

5 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
6 Sixty-Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$66,360.00) shall be allocated from
7 the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California
8 Labor Code Section 2698, *et seq.* (*i.e.*, the PAGA Amount), of which seventy-five percent (75%), or
9 \$49,770.00, will be paid to the LWDA (*i.e.*, the LWDA Payment) and twenty-five percent (25%), or
10 \$16,590.00, will be distributed to PAGA Employees (*i.e.*, the PAGA Employee Amount) on a *pro rata*
11 basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA
12 Period (*i.e.*, the Individual PAGA Payments). The Parties agree that if the Settlement is not approved,
13 in whole or part, because the Court determines that the amount allocated to the PAGA Amount should
14 increase, the portion of the Gross Settlement Amount allocated for payment to the Class shall be
15 decreased to account for any increase required for the PAGA Amount such that the total Gross
16 Settlement Amount does not increase.

17 16. Settlement Administration Costs. The Settlement Administrator will be paid for the
18 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
19 which is currently estimated not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00). These
20 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
21 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
22 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
23 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
24 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
25 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
26 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
27 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
28 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement

Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

17. Escalator Clause. Defendant has represented that there is a total of 7,513 pay periods during the period August 15, 2023, through April 2, 2025. If the total number of Pay Periods during the Class Period increases by more than 10% during the Class Period, then Defendant will pay a proportional increase in the Gross Settlement Amount for each additional Pay Period over 8,264.

18. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Pay Periods, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Pay Periods of all Class Members to yield the "**Estimated Pay Period Value**," and multiply each Class Member's individual Pay Periods by the Estimated Pay Period Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Pay Periods of all Settlement Class Members to yield the "**Final Pay Period Value**," and multiply each Settlement Class Member's individual Pay Periods by the Final Pay Period Value to each Settlement Class Member's final Individual Settlement Share.

19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide 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 multiply each PAGA Employee's individual Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments.

a. 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-

1 2 and the portions allocated to penalties, interest, and non-wage damages will
2 be reported on an IRS Form 1099 (if applicable) by the Settlement
3 Administrator. The Settlement Administrator will withhold the employee's
4 share of taxes and withholdings with respect to the wages portion of the
5 Individual Settlement Shares, and issue checks to Settlement Class Members
6 for their Individual Settlement Payments (i.e., payment of their Individual
7 Settlement Share net of these taxes and withholdings). The Employer Taxes
8 will be paid separately and in addition to the Gross Settlement Amount. Each
9 Individual PAGA Payment will be allocated as one hundred percent (100%)
10 penalties and will be reported on an IRS Form 1099 (if applicable) by the
11 Settlement Administrator.

- 12 b. The Parties stipulate that the QSF (as defined at Paragraph 36) will qualify as a
13 settlement fund pursuant to the requirements of Section 468(B)(g) of the
14 Internal Revenue Code of 1986, as amended, and Section 1.468B-1 et seq. of
15 the federal income tax regulations. Furthermore, the Settlement Administrator
16 is designated as the "Administrator" of the qualified settlement funds for
17 purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly,
18 all taxes imposed on the gross income of the settlement fund and any tax-related
19 expenses arising from any income tax return or other reporting document that
20 may be required by the Internal Revenue Service or any state or local taxing
21 body will be paid from the QSF.

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

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

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

1 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
 2 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
 3 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
 4 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
 5 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

16 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
 17 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
 18 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
 19 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
 20 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to
 21 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
 22 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
 23 Order seeking the following:

- 24 a. Conditionally certifying the Class for settlement purposes only;
- 25 b. Granting Preliminary Approval of the Settlement;
- 26 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 27 d. Preliminarily appointing Class Counsel as counsel for the Class;

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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; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

27. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

28. Notice by First-Class U.S. Mail.

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

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

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

1 provide notice of the Settlement.

2 29. Disputes Regarding Pay Periods. Class Members/PAGA Employees will have an
3 opportunity to dispute the number of Pay Periods which have been credited to them, as reflected in
4 their respective Class Notices, by submitting a timely and valid Dispute to the Settlement
5 Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on
6 the return mailing envelope will be the exclusive means to determine whether a Dispute has been
7 timely submitted. Upon receipt of notice of a Dispute form, the Settlement Administrator shall
8 promptly serve Defendant's Counsel with a copy of the Dispute form and any accompanying papers.
9 Defendant shall have the right to respond to the Dispute form of any Class Member/PAGA Employee.
10 Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number
11 of Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records will
12 be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA
13 Employee produces information and/or documents to the contrary, the Settlement Administrator will
14 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement
15 Administrator will resolve and determine the number of eligible Pay Periods that the disputing Class
16 Member/PAGA Employee should be credited with under the Settlement. The Settlement
17 Administrator's decision on such disputes will be final and non-appealable.

18 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
19 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
20 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
21 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
22 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
23 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
24 submitted, and also identify the individuals who have submitted a timely and valid Request for
25 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
26 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
27 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
28 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who

1 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
2 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
3 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
4 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
5 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
6 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
7 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
8 submit a Request for Exclusion.

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

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

1 Dispute. Further, within ten (10) calendar days of the close of the Response Deadline, the Settlement
2 Administrator will provide a draft declaration to Class Counsel and Defendant's Counsel setting forth
3 the number of Settlement Class Members and PAGA Employees; the identity of those individuals who
4 opted out of the Settlement Agreement; the total amount payable to all Settlement Class Members and
5 PAGA Employees; and the total PAGA Amount, Attorneys' Fees and Costs, Enhancement Payment,
6 Settlement Administration Costs, Net Settlement Amount, and the appropriate applicable Employer
7 Taxes for any portion of the Individual Settlement Shares designated as wages.

8 33. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
9 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
10 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
11 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the
12 number of Class Members who have submitted timely and valid Requests for Exclusion following the
13 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
14 administration owed to the Settlement Administrator incurred up to that date.

15 34. Certification of Completion. Upon completion of administration of the Settlement, the
16 Settlement Administrator will provide a written declaration under oath to certify such completion to
17 the Court and counsel for all Parties.

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

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- 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.

36. Funding of the Gross Settlement Amount. No later than five (5) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than five (5) business days after the Effective Date.

37. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

38. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual 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 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) 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 Court Appointed Special Advocates (“CASA”) of Los Angeles as a *cy pres* recipient. The Parties and their counsel each represent that they do not have any financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of interest. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code Section 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 Settlement Payment and/or Individual PAGA Payment checks. To the extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for the employees’ share of taxes, contributions, and/or withholding associated with canceled Individual Settlement Payments, all such amounts shall also be transmitted to CASA. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

39. Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

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

1 41. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
2 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,
3 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
4 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
5 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
6 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
7 and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution
8 of this Settlement Agreement, had or claimed to have or may have, including, but not limited to, the
9 Released Class Claims and the Released PAGA Claims. It is agreed that this is a general release and
10 is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
11 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
12 Any and all rights granted under any state or federal law or regulation limiting the effect of this
13 Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE
14 HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

20 42. Final Approval Order and Judgment. The Parties shall provide the Settlement
21 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
22 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
23 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
24 Class will be required.

25 43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
26 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
27 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
28 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.

44. 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 and 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.

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

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

1 47. Confidentiality/No Publicity. Plaintiff and her counsel agree that the terms of this
2 Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations
3 leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not
4 be discussed with or publicized or promoted to the media (including, without limitation, legal
5 periodicals and publications such as “Jury Verdicts,” disclosure of the Settlement Agreement on any
6 website of Class Counsel or any other website, or on any blogs, articles, or on any social media
7 platforms or channels), or the public at large, without the advance written consent of Defendant. The
8 Parties intend this Paragraph 47 to prohibit Plaintiff and her counsel from discussing, answering
9 questions about, promoting or publicizing the Settlement Agreement, its terms, or the negotiations
10 leading to the Settlement Agreement with anyone other than the Court or those individuals necessary
11 to effectuate the terms of the Agreement. Notwithstanding the foregoing, Plaintiff and Class Counsel
12 (1) may tell the public in general only that certain claims “have been resolved by the Parties;” and
13 (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in
14 this case; (b) where required by law (*e.g.*, income tax returns); and (c) to accountants or other tax
15 professionals for the purpose of preparing tax returns. In addition, Class Counsel may respond to
16 questions received from, and discuss any aspect of this Agreement with Class Members and PAGA
17 Employees. Nothing herein shall prevent Class Counsel from referring to the Action in filings before
18 any courts relating to the adequacy of counsel, or for purposes of seeking court approval of
19 class/PAGA settlements. Furthermore, Plaintiff and Class Counsel will undertake any and all
20 disclosures required to be made to the LWDA in conformity with PAGA.

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

1 49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
2 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
3 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
4 Approval Hearing to be conducted by the Court.

5 50. Amendment or Modification. Prior to the filing of the motion for preliminary approval
6 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
7 except by written agreement signed by counsel for all the Parties to this Agreement. After the filing
8 of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any
9 provision of this Settlement Agreement except by written agreement signed by counsel for all the
10 Parties to this Agreement and subject to Court approval. A waiver or amendment of any provision of
11 this Settlement Agreement will not constitute a waiver of any other provision.

12 51. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
13 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
14 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
15 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
16 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
17 full authority to enter into this Settlement Agreement, and further intend that this Settlement
18 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
19 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
20 confidentiality provisions that otherwise might apply under state or federal law.

21 52. Signatories. It is agreed that because the members of the Class are so numerous, it is
22 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
23 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
24 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
25 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
26 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
27 Member and PAGA Employee.

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

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1 54. Binding Effect Of Agreement On Class Members. Subject to final Court approval and
2 the occurrence of the Effective Date, and unless otherwise provided in this Settlement Agreement, all
3 Settlement Class Members will be bound by this Settlement Agreement.

4 55. Binding Effect Of Agreement On PAGA Employees and State of California. The
5 PAGA Employees and the State of California, to the extent permitted by law, shall be deemed by
6 operation of the Final Approval Order and Judgment to be bound by the release of the Released PAGA
7 Claims during the PAGA Period as set forth in this Settlement Agreement.

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

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

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

23 59. Invalidity of Any Provision. Before declaring any provision of this Settlement
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
25 possible consistent with applicable precedents so as to define all provisions of this Settlement
26 Agreement valid and enforceable.

27 ///

28 ///

1 60. Invalidation. Invalidation of any material term of this Settlement Agreement will
2 invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the
3 remaining provisions will remain in full force and effect.

4 61. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
5 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
6 to implement the Settlement. Plaintiff agrees not to request to be excluded from the Class and not to
7 object to any terms of this Settlement Agreement. Any such request by the Plaintiff for exclusion or
8 objection shall be void and of no force or effect.

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

23 63. Captions. The captions and paragraph numbers in this Settlement Agreement are
24 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
25 intent of the provisions of this Settlement Agreement.

26 64. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
27 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
28 construed more strictly against one Party than another merely by virtue of the fact that it may have

1 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
2 negotiations between the Parties, all Parties have contributed equally to the preparation of this
3 Settlement Agreement.

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

8 66. Additional Attorneys' Fees and Costs. No Class Member, PAGA Employee, or Class
9 Counsel, or any other attorney acting for any Class Member or PAGA Employee may recover or seek
10 to recover any amounts for fees, costs, or disbursements arising from the Actions or the Gross
11 Settlement Amount from the Released Parties except as expressly provided for in this Agreement.
12 Notwithstanding the foregoing, in the event that one or more of the Parties institutes any legal action
13 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
14 Agreement or to declare rights and/or obligations under this Settlement, the successful Party or Parties
15 will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
16 including expert witness fees, in connection with any enforcement actions.

17 67. All Terms Subject to Final Court Approval. All amounts and procedures described in
18 this Settlement Agreement herein will be subject to final Court approval.

19 68. No Collateral Attack. This Agreement will not be subject to collateral attack by any
20 Class Member listed in the Class List or any recipient of the Class Notice after the entry of the Final
21 Approval Order and Judgment. Such prohibited collateral attacks shall include but not be limited to
22 claims that the Class Member failed for any reason to receive timely notice of the procedure for
23 disputing the calculation of their Individual Settlement Payment, or for opting out of the Class
24 Settlement. Notwithstanding the foregoing, this Paragraph does not apply to any individuals who
25 would be considered Class Members but were left off of the Class List.

26 69. Notices. All notices, demands, and other communications to be provided concerning
27 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
28 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed

as follows:

To Plaintiff and Class Counsel:

Jonathan M. Genish
jgenish@blackstonepc.com
Barbara DuVan-Clarke
bdc@blackstonepc.com
Danielle L. GruppChang
dgruppchang@blackstonepc.com
P.J. Van Ert
pjvanert@blackstonepc.com

Alexandra Rose
arose@blackstonepc.com

BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Maria Z. Stearns
mstearns@rutan.com
Peter Hering
phering@rutan.com

RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Tel: (714) 641-5100 / Fax: (714) 546-9035

70. 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 First Amended Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

Dated: 05/12/2026

PLAINTIFF SABRINA RODRIGUEZ

Sabrina Rodriguez

Plaintiff Sabrina Rodriguez

**DEFENDANT WESTPORT PROPERTIES,
INC.**

Signed by:



EE3D956D3AAC458...

Dated: May 13, 2026

Full Name: Scott Nguyen

Title: CFO

On behalf of Defendant Westport Properties, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC



Dated: 05/12/2026

Alexandra Rose
*Attorneys for Plaintiff Sabrina Rodriguez
and Proposed Class Counsel*

RUTAN & TUCKER, LLP



Dated: May 13, 2026

Maria Z. Stearns
Peter Hering
*Attorneys for Defendant Westport Properties,
Inc,*

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Sabrina Rodriguez v. Westport Properties, Inc.
Superior Court of California for the County of Los Angeles, Case No. 24STCV14703

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 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 Sabrina Rodriguez (“**Plaintiff**”) and Defendant Westport Properties, Inc. (“**Defendant**”) (Plaintiff and Defendant are collectively referred to as the “**Parties**”) in the case entitled *Sabrina Rodriguez v. Westport Properties, Inc.*, Los Angeles County Superior Court, Case No. 24STCV14703 (“**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 non-exempt employees who worked for Defendant in California at any time during the Class Period.

“**Class Period**” means the period from August 15, 2023 through May 16, 2025.

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

“**PAGA Employee(s)**” means all non-exempt employees who worked for Defendant in California during the PAGA Period.

“**PAGA Period**” means the period from August 15, 2023 through May 1, 2026.

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

II. BACKGROUND OF THE ACTION

On June 10, 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, and on April 29, 2025, provided an amended notice (together, “**PAGA Letter**”). On June 11, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On August 5, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint (“**Operative Complaint**”) in the Action, which, *inter alia*, added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“**PAGA**”).

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, pay paid sick leave, 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 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 and contends that it has complied with the law at all times. The Court has made no decision on the merits of the Operative Complaint.

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 First Amended 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 LLC as the administrator of the Settlement (“**Settlement Administrator**”), Plaintiff Sabrina Rodriguez as representative of the Class (“**Class Representative**”), and the following Plaintiff’s attorneys as counsel for the Class (“**Class Counsel**”):

Jonathan M. Genish
Barbara Du-Van-Clarke
Danielle L. GruppChang
P.J. Van Ert
Alexandra Rose
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 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 Four Hundred Twenty-One Thousand Eight Hundred Sixty Dollars and Zero Cents (\$421,860.00) (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., \$147,651.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred and Zero Cents (\$7,500.00) to Plaintiff for her services in the Action; (3) the amount of Sixty-Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$66,360.00) allocated toward civil penalties under the Private Attorneys General Act (“**PAGA Amount**”), of which the LWDA will be paid 75% (\$49,770.00) (“**LWDA Payment**”) and the remaining 25% (\$16,590.00) will be distributed to PAGA Employees (“**PAGA Employee Amount**”); and (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) 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**”) and 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 Class Member and PAGA Employee worked for Defendant as a non-exempt employee in California during the Class Period and PAGA Period (“**Pay Periods**”).

The Settlement Administrator has divided the Net Settlement Amount by the Pay Periods of all Class Members to yield the

“Estimated Pay Period Value,” and multiplied each Class Member’s individual Pay Periods by the Estimated Pay Period 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. 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 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 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. 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 Pay Periods Based on Defendant’s Records

According to Defendant’s records:

- **From August 15, 2023 through May 16, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Pay Periods.**
- **From August 15, 2023 through May 1, 2026 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the 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 (*Rodriguez v. Westport Properties, Inc.*, Case No. 24STCV14703); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Pay Periods credited to you and what you contend 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

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Pay Periods 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 reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred

and eighty (180) 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 Court Appointed Special Advocates (“CASA”) of Los Angeles, a non-profit dedicated to advocating for the rights of foster children and youth.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

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

“**Released Class Claims**” means any and all claims that have been alleged in the Operative Complaint and asserted against the Released Parties, arising during the Class Period, that arise from the facts, matters, transactions, or occurrences alleged in the Operative Complaint, including, without limiting, claims for 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 accurate wage statements, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“**Released PAGA Claims**” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including, without limiting, claims for 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, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“**Released Parties**” means Defendant and its current and former parents, predecessors, successors, holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, and agents.

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., \$147,651.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (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 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“**Enhancement Payment**”), in recognition of her 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 her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) (“**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 Disputes, calculating Individual Settlement Shares, Individual 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.

As a PAGA Employee, and if 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, 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 (*Rodriguez v. Westport Properties, Inc.*, Case No. 24STCV14703); (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 (*Rodriguez v. Westport Properties, Inc.*, Case No. 24STCV14703); (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 6 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, 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.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

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 Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>

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

07/28/2026

David W. Slayton, Executive Officer / Clerk of Court

By: B. Cumplido Deputy

Barbara DuVan-Clarke (State Bar No. 259268)
bdc@blackstonepc.com
Danielle L. GruppChang (State Bar No. 313881)
dgruppchange@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff SABRINA
RODRIGUEZ, individually, and on behalf of
other similarly situated employees and
aggrieved employees pursuant to the
California Private Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SABRINA RODRIGUEZ, individually, and
on behalf of other similarly situated employees
and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

WESTPORT PROPERTIES, INC.; and DOES
1 through 25, inclusive,

Defendants.

Case No.: 24STCV14703

Honorable Elihu M. Berle
Department 6

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

Date: July 2, 2026
Time: 1:30 p.m.
Dept.: 6

Complaint Filed: June 11, 2024
FAC Filed: August 5, 2025
Trial Date: Not Set

1 **[REVISED PROPOSED] ORDER**

2 On July 2, 2026 at 1:30 p.m. in Department 6 of the above-captioned Court located at Spring
3 Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Sabrina
4 Rodriguez's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement,
5 came on for hearing before the Honorable Elihu M. Berle. Blackstone Law, APC appeared on behalf
6 of Plaintiff and Rutan & Tucker, LLP appeared on behalf of Defendant Westport Properties, Inc.
7 ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the First Amended Joint Stipulation of Class Action
13 and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 1 to the
14 Declaration of Emily P. Propersi in Support of Plaintiff's Amended Motion for Preliminary Approval.
15 This is based on the Court's determination that the Settlement falls within the range of possible
16 approval as fair, adequate, and reasonable.

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

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

27 4. The Court preliminarily finds that the Settlement, including the allocations for the
28 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

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

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

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

All non-exempt employees who worked for Defendant in California at any time during the Class Period.

(The Class Period is defined as August 15, 2023 through May 16, 2025.)

7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L. GruppChang, P.J. Van Ert, and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiff Sabrina Rodriguez as the representative of the Class ("Class Representative").

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

10. The Court approves the following schedule:

Deadline for Delivery of Class List to the Settlement Administrator	July 23, 2026
Deadline for Mailing of Class Notice	August 6, 2026
Deadline to File Motion for Final Approval, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs	September 9, 2026
Response Deadline	October 6, 2026
Deadline to File Responses to Notices of Objection and for Settlement Administrator to Submit Final Report Regarding Requests for Exclusion and Notices of Objection	October 23, 2026
Hearing on Motion for Final Approval, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs	November 6, 2026 at 9:00 a.m.

11. Defendant will provide the Settlement Administrator with the following information about each Class Member: full name; last known mailing address; Social Security number; and the number of Pay Periods worked during the Class Period and PAGA Period (collectively referred to as the "Class List") in conformity with the Settlement Agreement.

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 Pay Periods credited to each of them by submitting a 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

1 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order,
2 meet the requirements of due process and shall constitute due and sufficient notice to all persons
3 entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice in
4 English by First-Class U.S. Mail to all Class Members, pursuant to the terms set forth in the Settlement
5 Agreement.

6 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
7 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
8 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
9 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
10 before the Response Deadline, or, in the case of a re-mailed Class Notice, the Response Deadline shall
11 be extended fifteen (15) calendar days from the original Response Deadline. Any such person who
12 timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled
13 to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any
14 right to object, appeal, or comment thereon. Nevertheless, all PAGA Employees will be bound by the
15 PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a
16 Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion
17 (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment
18 based thereon.

19 14. A Final Approval Hearing shall be held before this Court in Department 6 of the Los
20 Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
21 Angeles, California 90012, to determine all necessary matters concerning the Settlement, including:
22 whether the proposed settlement of the action on the terms and conditions provided for in the
23 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
24 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
25 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members
26 and PAGA Employees; and determine whether to approve the requests for the Attorneys' Fees and
27 Costs, Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA
28 Amount.

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

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

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

17 **IT IS SO ORDERED.**

18 Dated: 07/28/2026



Elihu M. Berle

Elihu M. Berle / Judge
Honorable Elihu M. Berle
Judge of the Superior Court

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EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Sabrina Rodriguez v. Westport Properties, Inc.
Superior Court of California for the County of Los Angeles, Case No. 24STCV14703

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 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 Sabrina Rodriguez (“**Plaintiff**”) and Defendant Westport Properties, Inc. (“**Defendant**”) (Plaintiff and Defendant are collectively referred to as the “**Parties**”) in the case entitled *Sabrina Rodriguez v. Westport Properties, Inc.*, Los Angeles County Superior Court, Case No. 24STCV14703 (“**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 November 6, 2026 at 9:00 a.m. (“**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 non-exempt employees who worked for Defendant in California at any time during the Class Period.

“**Class Period**” means the period from August 15, 2023 through May 16, 2025.

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

“**PAGA Employee(s)**” means all non-exempt employees who worked for Defendant in California during the PAGA Period.

“**PAGA Period**” means the period from August 15, 2023 through May 1, 2026.

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

II. BACKGROUND OF THE ACTION

On June 10, 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, and on April 29, 2025, provided an amended notice (together, “**PAGA Letter**”). On June 11, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On August 5, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint (“**Operative Complaint**”) in the Action, which, *inter alia*, added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“**PAGA**”).

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, pay paid sick leave, 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 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 and contends that it has complied with the

law at all times. The Court has made no decision on the merits of the Operative Complaint.

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 First Amended 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 LLC as the administrator of the Settlement (“**Settlement Administrator**”), Plaintiff Sabrina Rodriguez as representative of the Class (“**Class Representative**”), and the following Plaintiff’s attorneys as counsel for the Class (“**Class Counsel**”):

Jonathan M. Genish
Barbara Du-Van-Clarke
Danielle L. GruppChang
P.J. Van Ert
Alexandra Rose
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 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 Four Hundred Twenty-One Thousand Eight Hundred Sixty Dollars and Zero Cents (\$421,860.00) (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., \$147,651.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred and Zero Cents (\$7,500.00) to Plaintiff for her services in the Action; (3) the amount of Sixty-Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$66,360.00) allocated toward civil penalties under the Private Attorneys General Act (“**PAGA Amount**”), of which the LWDA will be paid 75% (\$49,770.00) (“**LWDA Payment**”) and the remaining 25% (\$16,590.00) will be distributed to PAGA Employees (“**PAGA Employee Amount**”); and (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) 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**”) and 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 Class Member and PAGA Employee worked for Defendant as a non-exempt employee in California during the Class Period and PAGA Period (“**Pay Periods**”).

The Settlement Administrator has divided the Net Settlement Amount by the Pay Periods of all Class Members to yield the **“Estimated Pay Period Value,”** and multiplied each Class Member’s individual Pay Periods by the Estimated Pay Period 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. 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 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 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. 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 Pay Periods Based on Defendant’s Records

According to Defendant’s records:

- **From August 15, 2023 through May 16, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Pay Periods.**
- **From August 15, 2023 through May 1, 2026 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the 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 (*Rodriguez v. Westport Properties, Inc.*, Case No. 24STCV14703); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Pay Periods credited to you and what you contend 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 October 6, 2026**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Pay Periods 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 reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) 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 Court Appointed Special Advocates (“CASA”) of Los Angeles, a non-profit dedicated to advocating for the rights of foster children and youth.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

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

“**Released Class Claims**” means any and all claims that have been alleged in the Operative Complaint and asserted against the Released Parties, arising during the Class Period, that arise from the facts, matters, transactions, or occurrences alleged in the Operative Complaint, including, without limiting, claims for 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 accurate wage statements, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“**Released PAGA Claims**” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including, without limiting, claims for 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, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“**Released Parties**” means Defendant and its current and former parents, predecessors, successors, holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, and agents.

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., \$147,651.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (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 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“**Enhancement**

Payment”), in recognition of her 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 her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) (“**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 Disputes, calculating Individual Settlement Shares, Individual 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.

As a PAGA Employee, and if 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, 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 (*Rodriguez v. Westport Properties, Inc.*, Case No. 24STCV14703); (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 October 6, 2026**.

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 (*Rodriguez v. Westport Properties, Inc.*, Case No. 24STCV14703); (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 October 6, 2026**.

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 6 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on **November 6, 2026, at 9:00 a.m.**, 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.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

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 Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>

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: [REDACTED], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 3

- *Carla Recinos Castillo, et al. v. Radiant Services Corp., et al.*, Los Angeles County Superior Court, Case No. 22STCV37683, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Eduardo Venegas v. Ionis Pharmaceuticals, Inc.*, Los Angeles County Superior Court, Case 24STCV12702, approved as counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Marissa Riemann v. Quantum Design, Inc., et al.*, San Diego County Superior Court, Case No. 24CU009870C, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jossue Morentin, et al. v. Andros Engineering Corporation*, Kern County Superior Court, Case No. BCV-25-101034, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Urbano Zavala Lopez v. Food for Life*, Riverside County Superior Court, Case No. CVRI2305901, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Demaris Masadas v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure*, Orange County Superior Court, Case No. 30-2023-01354556-CU-OE-CXC, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Laura Abarca v. Skirball Cultural Center*, Los Angeles County Superior Court, Case No. 24STCV07567, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Frank Breckenridge v. Pacific Material Handling Solutions, Inc.*, Alameda County Superior Court, Case No. 24CV070227, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gina Harris v. Arhaus, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV24656, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Debra McDonald v. LFCU Financial Services, LLC dba Logix Federal Credit Union, et al.*, Los Angeles County Superior Court, Case No. 24STCV16050, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group, et al.*, Santa Barbara County Superior Court, Case No. 24CV03582, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gabriela Guerrero, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court, Case No. BCV-23-104255, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Roman Ramirez Gallegos, et al. v. Dolex Dollar Express, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21872, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Ismael Mercado, et al. v. Natural Alternatives International, Inc.*, San Diego County Superior Court, Case No. 37-2023-00052115-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcella Holmes, et al. v. Pacifica Hotel Company*, San Luis Obispo County Superior Court, Case No. 23CV-0681, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Pereira, et al. v. L.N. Curtis and Sons*, Alameda County Superior Court, Case No. 24CV101859, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Dillan Burghart, et al. v. Watermark Services, IV, LLC*, Alameda County Superior Court, Case No. 23CV035212, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Kasim Hakimi v. Catalent Pharma Solutions, LLC*, Alameda County Superior Court,

Case No. 24CV087209, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cesar Ibarra v. Leuen, Inc. dba The Original Pantry Café*, Los Angeles County Superior Court, Case No. 23STCV017182, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sharon Baker v. OPARC*, Los Angeles County Superior Court, Case No. 24STCV11229, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Basilia Villa Magaña v. CJKANTRG PA, LLC*, Los Angeles County Superior Court, Case No. 23STCV25886, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2313579, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Monique Duong v. Boardwalk IG Management, LLC*, Orange County Superior Court, Case No. 30-2023-01334565-CU-OE-CXC, approved as counsel in final settlement of wage and hour class action.
- *Peter J. Gutierrez v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV26851, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Steve Robles v. Avery Products Corporation*, Orange County Superior Court, Case No. 30-2024-01390483-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court, Case No. 24STCV20477, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County

Superior Court, Case No. 25STCV30655, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Jamie Ramires, et al. v. Bright Star Schools*, Los Angeles Superior Court, Case No. 23STCV15490, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles Superior Court, Case No. 23STCV15413, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jonathan Cruz-Pulido v. Central Valley Meat Co., Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV13660, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.
- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final

settlement of wage and hour class and PAGA action.

- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *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.

- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA 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

Date	Type of Expense	Description of Expense	Amount
<i>Rodriguez v. Westport Properties, Inc.</i>			
3/28/2024	Other	Case Investigation Cost	\$80.40
5/23/2024	Mailing	Records Request to US Storage Centers, Inc.2	\$8.69
5/23/2024	Mailing	Records Request to US Storage Centers, Inc.	\$8.69
5/23/2024	Mailing	Mailing Cost - Welcome Pkg	\$1.63
10/6/2024	Filing	PAGA Letter Submission to the LWDA	\$75.00
6/11/2024	Mailing	PAGA Letter to Westport Properties, Inc.	\$8.69
6/11/2024	Mailing	PAGA Letter to US Storage Centers, Inc.	\$8.69
6/13/2024	Filing	Steno: Complaint Packet (Class)	\$1,997.20
6/17/2024	Mailing	Records Request to Westport Properties	\$8.69
6/17/2024	Mailing	Records Request to Westport Properties - Agent for Service	\$8.69
6/24/2024	Filing	Steno: Plaintiff's Notice of Posting Jury Fees (Class)	\$262.45
7/12/2024	Filing	Steno: Personal Service - US Storage Centers, Inc. (Class)	\$232.45
7/16/2024	Filing	Steno: Personal Service - Westport Properties, Inc. (Class)	\$207.45
7/30/2024	Filing	Steno: Notice of Initial Status Conference (Class)	\$59.95
8/12/2024	Filing	Steno: Notice of Remote Appearance (Class)	\$59.95
8/12/2024	Filing	Steno: Joint Initial Status Conference Statement (Class)	\$59.95
10/24/2024	Filing	Steno: Complaint Packet (PAGA)	\$647.20
10/25/2024	Filing	Steno: Peremptory Challenge to Judicial Officer (PAGA)	\$175.00
11/4/2024	Filing	Steno: Joint Status Conference Report (Class)	\$99.95
12/3/2024	Filing	Steno: Notice of Minute Order (PAGA)	\$59.95
12/5/2024	Filing	Steno: Proof of Service (PAGA)	\$59.95
12/30/2024	Filing	Steno: Declaration in Response to OSC (PAGA)	\$59.95
1/6/2025	Filing	Steno: Declaration of P.J. Van Ert; Proof of Service (PAGA)	\$99.00
1/14/2025	Filing	Steno: Request for Dismissal of Defendant US Storage Centers, Inc. (PAGA)	\$59.95
1/14/2025	Filing	Steno: Request for Dismissal of Defendant US Storage Centers, Inc. (Class)	\$59.95
1/31/2025	Mediation	Payment to M Resolution	\$12,500.00
2/4/2025	Filing	Steno: Notice of Remote Appearance (PAGA)	\$59.95
2/25/2025	Hosting Fee	Payment to Case Anywhere	\$150.54
3/13/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
4/16/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
4/18/2025	Expert Fee	Payment to Berger Consulting Group, LLC	\$5,625.00
4/18/2025	Mailing	Check to Berger Consulting Group, LLC	\$8.40
4/29/2025	Mailing	Amended PAGA Letter to Rutan & Tucker, LLP	\$9.64
5/2/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
6/18/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
7/18/2025	Filing	Steno: Joint Stipulation to Amend Complaint (Class)	\$86.95
7/20/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
8/23/2025	Hosting Fee	Payment to Case Anywhere	\$55.00
9/20/2025	Hosting Fee	Payment to Case Anywhere	\$55.00
10/21/2025	Filing	Steno: Notice of Motion for Preliminary Approval (Class)	\$59.95
10/22/2025	Filing	Steno: Motion for Preliminary Approval and Supporting Documents ("MPA") (Class)	\$140.95
10/24/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
11/30/2025	Hosting Fee	Payment to Case Anywhere	\$91.00
12/23/2025	Filing	Steno: Notice of Continuance (Class)	\$59.95
12/31/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
1/27/2026	Hosting Fee	Payment to Case Anywhere	\$55.00
2/27/2026	Hosting Fee	Payment to Case Anywhere	\$49.00
3/20/2026	Filing	Steno: Notice of Continuance of Hearing (Class)	\$59.95
3/23/2026	Filing	Steno: Notice of Continuance of Hearing (PAGA)	\$59.95
3/27/2026	Hosting Fee	Payment to Case Anywhere	\$49.00
4/23/2026	Hosting Fee	Payment to Case Anywhere	\$55.00
5/28/2026	Hosting Fee	Payment to Case Anywhere	\$49.00
6/17/2026	Hosting Fee	Payment to Case Anywhere	\$49.00
6/24/2026	Filing	Steno: Notice of Posting Complex Fees (Class) [Rejected]	\$175.00
6/26/2026	Filing	Steno: Notice of Posting Complex Fees (PAGA)	\$1,525.00
6/29/2026	Filing	Steno: Notice (Class)	\$59.95
6/29/2026	Filing	Steno: Notice of Continuance(PAGA)	\$59.95
7/9/2026	Filing	Steno: Notice of Minute Order (Class)	\$59.95
7/9/2026	Filing	Steno: Revised Proposed MPA Order (Class)	\$59.95
7/15/2026	Hosting Fee	Payment to Case Anywhere	\$67.00
7/30/2026	Filing	Steno: Notice of Entry of MPA Order (Class) [Rejected]	\$59.95
7/31/2026	Filing	Steno: Notice of Entry of MPA Order (Class)	\$59.95
8/13/2026	Hosting Fee	Payment to Case Anywhere	\$67.00
	Hosting Fee	Estimated Cost - Payment to Case Anywhere (September 2026)	\$49.00
	Hosting Fee	Estimated Cost - Payment to Case Anywhere (October 2026)	\$49.00
	Hosting Fee	Estimated Cost - Payment to Case Anywhere (November 2026)	\$67.00
	Filing	Estimated Cost - Steno: Motion for Final Approval and Supporting Documents ("MFA")	\$140.95
	Filing	Estimated Cost - Steno: Administrator's Declaration Regarding Notice and Settlement Administration	\$59.95
	Filing	Estimated Cost - Steno: Notice of Entry of Order (MFA)	\$59.95
	Filing	Estimated Cost - Steno: Administrator's Declaration re Disbursement	\$59.95
		TOTAL:	\$26,760.20