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on behalf of himself and all others similarly situated

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

PEDRO LUCIANO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

GS OPERATING, LLC, a Delaware
limited liability company, and DOES 1
through 50, inclusive,

Defendant

CLASS ACTION

Case No. 24CV081724

Assigned for all purposes to:
Honorable Somnath Raj Chatterjee

**DECLARATION OF MARTA MANUS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Preliminary Approval Hearing:

Date: February 24, 2026

Time: 2:30 p.m.

Dept: 21

Reservation ID: 626914991941

Action filed: June 28, 2024

Trial date: None Set

**DECLARATION OF MARTA MANUS IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

I, Marta Manus, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am counsel for the Plaintiff Shanna Jimenez and have personal knowledge of the facts herein. If called as a witness, I could and would competently testify thereto.

I. PROCEDURAL HISTORY

2. On June 28, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Failure to pay all wages; (2) Failure to pay all overtime wages at the legal overtime pay rate; (3) Failure to provide all meal periods; (4) Failure to provide legally-compliant rest periods; (5) Failure to fully reimburse work expenses; (6) Derivative failure to timely furnish accurate itemized wage statements; (7) Independent failure to timely furnish accurate itemized wage statements; (8) Violations of Labor Code §§ 201-202; and (9) Unfair Business Practices. On the same date, Plaintiff sent a letter to the Defendant and the Labor and Workforce Development Agency (LWDA) to exhaust his remedies under PAGA, Labor Code §2698, et seq. On August 19, 2024, Defendant removed this Action to the United States District Court, Northern District (Case No. 4:24-cv-05408). On September 18, 2024, Plaintiff filed a Motion to Remand to State Court, which was denied on February 28, 2025. On May 13, 2025, Plaintiff filed a First Amended Complaint (Operative Complaint) adding a claim for civil penalties under PAGA.

3. The Parties have stipulated to remand the Action to State court for purposes of seeking approval of the Settlement in the Superior Court, County of Alameda.

4. Plaintiff contends in this Action that Defendant violated California's wage and hour laws by failing to pay all wages, failing to pay all overtime wages at the correct, legal overtime pay rate, failing to provide all compliant meal periods and rest periods, failing to pay meal period premiums at the correct rate, failing to reimburse all work-related expenses, failing to provide compliant and accurate itemized wage statements, failure to timely pay final wages due, and thereby also violating California Business & Professions Code sections 17200, et seq.,

and incurring penalties under PAGA.

5. On July 1, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Stephen M. Benardo, Esq., an experienced mediator.

6. Recognizing the burdens and risk of continuing with the litigation, accepted the mediator's proposal to resolve the Action.

II. THE SETTLEMENT

7. To settle the action, Defendant agrees to pay the Gross Settlement Amount of \$295,000.00, exclusive of the employer's portion of payroll taxes and fees. It will be an opt-out class. There is no claim form requirement, and no residual will revert to Defendant. The Settlement represents a fair and reasonable recovery. The Gross Settlement Amount represents approximately **53%** of the total realistic exposure, which demonstrates that the settlement is fair and reasonable.

8. There is a total of approximately 8,390 workweeks worked by 96 Class Members in the Settlement Period, resulting in a recovery of an estimated \$16.76 per workweek (estimated Net Settlement Amount of \$140,666.67 divided by 8,390 workweeks). Using a straight average, each Class Member will receive an average Individual Settlement Award of approximately \$1,465.28 (estimated Net Settlement Amount of \$140,666.67 divided by 96 Class Members), with the *highest* estimated Individual Settlement Award of approximately \$4,810.12 (total weeks in the Settlement Period (287) multiplied by \$16.76). The *lowest* estimated Individual Settlement Award will equal one (1) workweek, or \$16.76. Additional proposed disbursements are as follows:

Class Counsel Fees Payment	Up to \$98,333.33 (1/3 of Gross Settlement Amount)
Class Counsel Litigation Expenses Payment for actual expenses incurred in litigating the Action	Currently estimated not to exceed \$20,000. Verified by Class Counsel and approved by the Court.
Administration Expenses Payment	Not to exceed \$6,000 ¹

¹ The Parties obtained a quote from Apex Class Action, LLC for administration services in a "not to exceed" amount of \$4,990.00. Notwithstanding this estimate, the Settlement Agreement provides that Administration Expenses shall not exceed \$6,000, in order to account for any unforeseen administrative costs and to avoid the need to execute an amended Settlement Agreement should such costs arise.

Class Representative Service Award	\$10,000.00 to Plaintiff Pedro Luciano
PAGA Penalties	\$20,000.00 (\$13,000.00 to LWDA; \$7,000.00 to Aggrieved Employees)

9. As detailed in the Settlement Agreement, the Parties have selected Apex Class Action, LLC (the “Administrator”), an experienced class action settlement administrator, to administer this Settlement. Following preliminary approval, the Administrator will mail the Class Notice per the Settlement Agreement. The Parties respectfully request that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this Memorandum and the Settlement Agreement.

10. To my knowledge, none of the parties or attorneys involved in this action has ever had any financial interest in or affiliation with the proposed Administrator.

11. As such, the Parties respectfully request that this Court appoint the proposed Administrator to handle the notice and claims administration procedures, including posting the Judgment on its website.

III. SETTLEMENT DOCUMENTS

12. The Parties have finalized the terms of the following documents, true and correct copies of which are attached hereto:

- a. Class Action And PAGA Settlement Agreement attached hereto as **Exhibit 1**;
- b. Notice of Class Action Settlement attached to the Class Action and PAGA Settlement Agreement attached to the Class Action and PAGA Settlement Agreement (Exhibit 1 herein) as **Exhibit A**.

13. Attached hereto as **Exhibit 2** is true and correct copy of the Declaration of Kimberly Sutherland on behalf of Apex.

IV. CONDITIONAL CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES

14. The Class definition is sufficiently specific to enable potential Class Members and

1 the Court to identify the Class Members, all of whom have indeed been identified by
2 Defendant's employment and payroll records. There are approximately 96 Class Members,
3 which is sufficient to satisfy numerosity requirements. The evidence to support the claims as to
4 the Class consists of Defendant's policies, payroll records, time records and the forms of wage
5 statements given to Defendant's non-exempt employees.

6 15. The proposed Class Representative worked for Defendant as a non-exempt
7 employee under Defendant's uniform employment policies applicable all persons employed by
8 Defendant in California as non-exempt employees at any point from June 28, 2020, through the
9 date of preliminary approval or December 31, 2025, whichever comes first (the "Settlement
10 Period"). The Class Representative was subject to the same policies as other Class Members.

11 16. Accordingly, Plaintiff's claims are typical of those of other Class Members. The
12 Plaintiff/Class Representative has agreed to act as such and understands his responsibilities. The
13 Plaintiff/Class Representative has no claims or other interests that are antagonistic to the Class.

14 **V. PRELIMINARY APPROVAL OF THE SETTLEMENT**

15 17. The Settlement for each participating Class Member is fair, reasonable, and
16 adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation.
17 The Settlement represents a fair and reasonable value of all claims. There is no claim form
18 required so all Class Members will be paid unless they opt out, and there is no reversion to
19 Defendant. Finally, the only governmental involvement in this case is the existence of a PAGA
20 claim, and Plaintiff has notified the LWDA of this Settlement. (Ex. 4.) The Settlement Amount
21 balanced against the merits of the Plaintiff's case is reasonable.

22 18. Here, the Settlement was reached through arm's-length negotiation with an
23 experienced, highly regarded neutral mediator, Stephen M. Benardo, Esq. Before mediation, the
24 Parties engaged in informal discovery. To prepare for the mediation, Defendant provided
25 extensive documentation of its policies and practices and data related to the claims asserted in
26 this case, including pay and time data for approximately 84 Class Members and other
27 information necessary for Plaintiff to create a damages exposure analysis. Plaintiff hired an
28 expert, Berger Consulting Group – Economic Data Analysts, to prepare damage calculations and

1 an exposure analysis for the mediation. (Attached hereto as **Exhibit 3** is the Declaration of Jarrett
2 Gorlick of Berger Consulting Group). The Parties agreed on the proposed Settlement after
3 extensive negotiations that resulted in a mediator's proposal.

4 19. The Settlement here provides pro rata distribution to Class Members based upon
5 the number of workweeks. Accordingly, the Settlement treats the Class Members equitably, and
6 the proposed distribution plan supports preliminary approval.

7 20. The Settlement that has been reached, subject to this Court's approval, is the
8 product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class
9 Counsel are knowledgeable about and have done extensive research with respect to the
10 applicable law and potential defenses to the claims of the Class Members. The Parties
11 investigated relevant law as applied to the facts of the case, potential defenses, and damages
12 claimed by Plaintiff on behalf of themselves, the Class, and the Aggrieved Employees.

13 21. Based on the documents and information provided by Defendant and their own
14 independent investigation and evaluation, Class Counsel and Plaintiff are of the opinion that the
15 Settlement with Defendant for the consideration and on the terms set forth in this Settlement is
16 fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all
17 known facts and circumstances, including the risk of significant delay and uncertainty associated
18 with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

19 22. The Gross Settlement Amount is, of course, a compromise figure. Plaintiff
20 considered the risks of decertification, the risks related to proof of Plaintiff's claims, and the
21 strengths and weaknesses of Defendant's defenses. Plaintiff also considered the possibility that if
22 a settlement were reached after additional years of litigation, the great expenses of litigation
23 would reduce the amount of funds available to class members for settlement. Furthermore,
24 Plaintiff took into consideration the time delay and financial repercussions of liability trials,
25 numerous damages trials, and the possibility of an appeal by Defendant. The details for the
26 reasonably expected recovery per claim are detailed below in the following paragraphs.

27 23. **Failure to Pay All Wages Due to Off-the-Clock Work:**

28 a. *Facts*

1 Plaintiff alleged that he and other Class Members performed work while under
2 Defendant's control but were not compensated therefor. First, Plaintiff and Class Members were
3 required to undergo COVID-19 screenings prior to clocking in. Plaintiff and Class Members
4 spent one to two minutes per shift undergoing daily temperature checks from approximately
5 March 2023 until sometime in 2022. Additionally, Plaintiff and Class Members were required to
6 conduct pre-shift activities prior to clocking in for their shifts, activities such as booting up their
7 work computers and spending additional time navigating to the ADP portal prior to clocking in.
8 Furthermore, Plaintiff and Class Members were required to use their personal cell phones for
9 work-related activities while off-the-clock. Specifically, Defendant required Plaintiff and Class
10 Members to download and install the mobile application Microsoft Teams on their personal cell
11 phones and expected employees to read and respond to work-related messages, while off-the-
12 clock. Defendant's supervisors would regularly contact Plaintiff and Class Members for work-
13 related issues, after their shift ended, and expected Plaintiff and Class Members to respond to
14 such off-the-clock, work communications.

15 *b. Law*

16 Labor Code §§ 510 and 1194 require employers to pay applicable wages for all hours
17 worked. "Hours worked" means the time during which an employee is subject to the control of
18 an employer and includes all the time during which the employee is suffered or permitted to
19 work, whether or not required to do so." (8 C.C.R. §11040(2)(K); *Morillion v. Royal Packing*
20 *Co.* (2000) 22 Cal.4th 575, 582.)

21 *c. Expected Recovery*

22 Plaintiff estimated two (2) minutes of unpaid time per shift for the time between March
23 15, 2020 – March 15, 2022, for time spent undergoing COVID-19 screenings and temperature
24 checks and five (5) minutes of unpaid time per shift for the additional off-the-clock performed,
25 as detailed above. Plaintiff's expert multiplied the average hourly rate of pay for each year by the
26 number of shifts worked during each year in the liability period. The estimated total amount of
27 unpaid wages for COVID-19 screenings and temperature checks totaled \$14,770. The estimated
28 total amount of unpaid wages for other off-the-clock work performed totaled \$112,887. The

combined total amount of estimated unpaid wages owed for off-the-clock hours worked totaled \$127,657. The probability of prevailing on this claim is approximately 10% because Defendant contended that Plaintiff's off-the-clock theory applied only to some class members. Additionally, proof of this claim would depend largely on anecdotal evidence as there are not records of time worked off-the-clock, and ultimately this claim may be determined to be too individualized for purposes of class certification. Thus, the probability of prevailing on the unpaid wages claim for off-the-clock work is 20%. As such, the real exposure for this claim was approximately **\$25,531.40** based on these risks.

24. **Failure to Pay Overtime at the Correct Legal Rate:**

a. Facts

Plaintiff alleged that during his employment with Defendant, Defendant provided Plaintiff and Class Members nondiscretionary bonus payments such as incentive pay and retention bonuses under Defendant's "Bonus Plan." However, Defendant failed to include the nondiscretionary bonuses into the computation of the regular rate of pay to determine the correct overtime rate in pay periods in which bonus payments were paid and overtime was worked. Thus, resulting in underpayment of overtime wages. According to time records produced for mediation, Defendant's failure to pay overtime at the correct regular rate of pay affected approximately 58 Class Members.

b. Law

"[A]n employee's 'regular rate of pay' for purposes of Labor Code section 510 and the IWC wage orders is not the same as the employee's straight time rate (i.e., his or her normal hourly wage rate)." (*Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, 554.) Instead, the regular rate of pay must include "adjustments to the straight time rate, reflecting, among other things, shift differentials and the per-hour value of any non-hourly compensation the employee has earned," such as incentive pay. (*Ibid.*) Earned bonuses must be included in the calculation of the regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 Cal.App.4th 804, 807 [holding that bonus must be included in overtime rate calculation]; 29 U.S.C. § 207(e) [regular rate includes "all remuneration for employment paid to, or on behalf of, the

employee”].)

c. Expected Recovery

The data provided by Defendant showed underpaid overtime wages equal to approximately **\$25,782.00**.

25. Failure to Provide All Meal Periods:

a. Facts

Plaintiff alleged that Defendant failed to always provide legally compliant meal periods to Plaintiff and Class Members on eligible shifts. For example, timekeeping records analyzed for mediation reflect late meal periods, missing second meal periods and short meal periods. Time records showed a 29% violation rate for this claim.

b. Law

Employers must generally provide “a first meal period [of at least 30 minutes] no later than the end of an employee's fifth hour of work, and a second meal period [of at least 30 minutes] no later than the end of an employee's 10th hour of work.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1041.)

c. Expected Recovery

Plaintiff's damages analysis determined that Class Members' maximum recovery was approximately \$355,234.00, which was offset by meal period premiums paid by Defendant, equal to \$67,574, for a total maximum liability exposure of \$287,660.00 in unpaid meal period premiums. However, Defendant contended that employees were provided with the opportunity to take all meal periods, and if they did not do so, it was purely voluntary. Defendant argued that under California law, employers do not have a duty to ensure that employees take all meal periods, so long as they provide meal periods and do not inhibit employees from taking all compliant meal periods. Further, Defendant paid meal period premiums for approximately many of the facial violations. Accordingly, the realistic recovery for the meal period is approximately 10%. As a result, the reasonable value is estimated to be approximately **\$28,766.00**.

26. Failure to Provide Rest Periods:

a. Facts

1 Plaintiff alleged that Defendant failed to provide all legally compliant, duty-free rest
2 periods to Plaintiff and Class Members. Plaintiff contended that Plaintiff and Class Members
3 frequently had to forego rest breaks due to the demands of the job to meet deadlines for orders
4 and deliveries. Furthermore, Plaintiff alleged that Defendant failed to authorize and permit a
5 third rest break of shifts of more than ten (10) hours. Notably, Defendant did not produce a
6 written rest break policy and did not pay any rest period premiums.

7 *b. Law*

8 “Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six
9 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts
10 of more than 10 hours up to 14 hours, and so on.” (*Brinker Restaurant Corp. v. Superior Court*
11 (2012) 53 Cal.4th 1004, 1029.) The applicable wage order imposes a similar obligation, and
12 states that rest breaks must occur in the middle of each work period, insofar as is practicable. (8
13 C.C.R. § 11040(12).)

14 *c. Expected Recovery*

15 Plaintiff’s damages analysis assumed a 100% violation rate on shifts of 3.5 or more hours
16 because rest breaks are not recorded in the time records, resulting in an estimated maximum
17 recovery is approximately \$87,714.00 in unpaid rest period premiums. Defendant contended that
18 Class Members were permitted all required breaks and were not discouraged or prevented from
19 taking their rest breaks. Because no records reflect whether the Class Members took rest breaks,
20 the probability of prevailing on this claim was approximately 40%. As such, the realistic
21 exposure for this claim is approximately \$35,085.60.

22 **27. Failure to Pay Meal Premium at the Legal Pay Rate:**

23 *a. Facts*

24 Defendants failed to properly compensate Class Members’ meal /or rest period premiums
25 at their regular rate of pay based on the same incentive pay/bonuses as addressed above. A total
26 of 37 total Class Members suffered underpayments.

27 *b. Law*

28 Labor Code § 226.7 and the wage order require employers to pay non-exempt employees

an additional hour of premium wages at the employee’s regular rate of compensation on each workday that the employee is not provided with a meal break. The regular rate must include all remuneration in its calculation, including nondiscretionary bonuses. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 863.)

c. Expected Recovery

Based on the data provided by Defendant, Plaintiff estimates the total exposure for this claim is approximately **\$7,039.00**, with interest.

28. Failure to Fully Reimburse All Work-Related Business Expenses:

a. Facts

Plaintiff and Class Members incurred expenses while performing reasonable and necessary work-related duties for the Defendant, which Plaintiff alleges were unpaid. Specifically, Defendant required Plaintiff and Class Members to use their personal cell phones for work-related activities. Plaintiff and Class Members were required to respond to daily calls and messages from supervisors and co-workers on their personal cell phones. On average, Plaintiff estimates spending approximately ten (10) minutes at least twice per workweek using the Microsoft Teams application, which Defendant required employees to download and install on their personal cellular devices. Furthermore, Plaintiff and Class Members were required to use their personal cell phones to take pictures of pallets at work.

b. Law

Labor Code § 2802 states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” This section “is designed to prevent employers from passing their operating expenses on to their employees.” (*Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 562.)

c. Expected Recovery

Plaintiff’s damages analysis estimated that 20% of Class Members incurred unreimbursed business expenses. Plaintiff’s expert assumed a conservative \$5.00 per workweek for unreimbursed business expenses for a total exposure of \$10,935.00, with interest. Plaintiff

considered risks associated with this claim, such as the need to rely on anecdotal evidence from Class Members and the potential for individualized issues arising at the class certification stage. As such, the probability of prevailing on this claim is approximately 60% for an estimated realistic exposure for this claim equal to **\$6,561.00** based on these risks.

29. Failure To Provide Compliant Wage Statements:

a. Facts

Plaintiff alleged that Defendant issued improper wage statements to Plaintiff and Class Members because Defendant's wage statements did not always contain all requisite information, including but not limited to all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

In addition to the independent violations, if Plaintiff prevails on any of the underlying claims, she will prevail on the derivative Labor Code § 226 claim. Because of Defendant's illegal wage and hour policies as set forth above, all wages earned, and all hours worked were not accurately reflected on Class Members' wage statements.

b. Law

Labor Code § 226(a) requires every employer, semimonthly or at the time of each payment of wages, to furnish each of its employees an accurate itemized statement in writing showing, among other things, total hours worked by the employee, all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

c. Expected Recovery

Plaintiff's damages analysis estimated that the maximum recovery for this claim was approximately \$152,600.00 for the one-year statutory period, which included approximately 50 Class Members. However, Plaintiff must prove intentional violations to prevail. Further, this is a penalty and not a wage loss, and courts rarely grant the full amount of the penalty. Based on these risks, the adjusted realistic exposure for this claim is approximately 40% of the maximum, for a total expected recovery estimated at **\$61,040.00**.

30. Failure to Pay all Wages Due Upon Separation – Labor Code § 203:

a. Facts

1 If Plaintiff prevails on any of the underlying wage claims, he will prevail on the
2 derivative Labor Code § 203 claim, because Defendant has not paid all wages and penalties
3 because of these alleged violations. A total of 40 Class Members separated employment during
4 the statutory three-year period applicable to this claim.

5 *b. Law*

6 Under Labor Code § 203, the approximately 40 Class Members who are no longer
7 employed by Defendant are entitled to 30 days of waiting time penalties because Defendant did
8 not pay them all wages due and/or related penalties upon separation.

9 *c. Expected Recovery*

10 During the statutory period, approximately 40 employees left Defendant's employ. Based
11 on average hourly rates, the 30-day maximum waiting time penalties for those Class Members is
12 \$250,931.00. Plaintiff has around a 20% chance of prevailing at the time of trial on this claim as
13 it is simply derivative of the underlying claims, and Plaintiff must prove this is a "willful"
14 violation to prevail. Furthermore, trial judges rarely if ever grant the full amount of the penalty
15 on top of wages owed. Finally, there are the general risks of trial. As such, the adjusted estimated
16 real exposure for this claim was approximately **\$50,186.20**.

17 31. **Business & Professions Code section 17200, et. seq.:** Regarding the claim for
18 violations of Business & Professions Code section 17200, *et. seq.*, the forgoing analysis assumes
19 the longer four-year statute of limitations that is available under the UCL for the unpaid wage
20 and break violations. This cause of action is derivative of the other claims that have already been
21 analyzed. **Accordingly, the damages available under this cause of action have already been**
22 **analyzed or are duplicative of damages discussed above.**

23 32. **PAGA Penalties – Labor Code § 2698, et seq:** Regarding the claim for
24 violations of the Private Attorneys General Act (PAGA), the maximum potential exposure is
25 \$635,100.00 using the initial violation rate of \$100 per pay period per alleged violation. The
26 strength of the PAGA claim would be impacted by the factors discussed above for the non-
27 PAGA claims. Based on recent PAGA decisions, even if Plaintiff was successful on this claim
28 through trial, the Court would likely exercise its discretion under PAGA and significantly reduce

1 the penalties and would also not impose PAGA penalties on top of Cal. Labor Code § 226 and
2 203 penalties. Thus, the PAGA penalties were reduced by 50% for a realistic exposure of a total
3 of **\$317,550.00** in PAGA penalties. The \$20,000 that the parties allocated to PAGA Penalties is
4 a reasonable settlement of that claim. Of this amount, 25%, or \$5,000.00, will be distributed to
5 approximately 50 Aggrieved Employees.

6 33. The proposed PAGA Penalties portion of the Settlement is both just and in the
7 public's interest. The Parties believe and agree that the Settlement provides for a fair, adequate,
8 and reasonable resolution of the representative PAGA claim. The Parties also believe that the
9 proposed Settlement is to the advantage of the State of California and the Aggrieved Employees
10 when considering the time and expense necessary to complete protracted litigation which,
11 regardless of the verdict, would undoubtedly be subject to further significant delay and expense
12 pending possible appeals. Moreover, the Settlement provides a substantial sum to the State. It
13 also provides a small sum to each Aggrieved Employee on a pro-rata basis based on the number
14 of PAGA Pay Periods they worked during the PAGA Period (defined as the period from June 28,
15 2023, to December 31, 2025.)

16 34. Based upon the foregoing, this case had a reasonable value of approximately
17 **\$239,991.20** for the underlying Labor Code claims. After considering the sharply disputed
18 factual and legal issues involved in the lawsuit, the risks attending further prosecution, and the
19 substantial benefits to be received under the compromise and settlement of the action, Class
20 Counsel are of the opinion that settlement is in the best interests of the Class and is fair and
21 reasonable. Accordingly, the Gross Settlement Amount of \$295,000.00 represents approximately
22 122% of the maximum potential value of the underlying Labor Code claims (valued at
23 \$239,991.20) and approximately **53%** of the overall value including PAGA penalties (total case
24 value of \$557,541.20 (\$239,991.20 + \$317,550.00), which is an exceptional result.

25 35. After analyzing and weighing the evidence discussed above as well as the legal
26 issues, Class Counsel and Plaintiff concluded that the settlement of \$295,000 represents a fair
27 and reasonable discount from the realistic recovery. The Settlement will allow the parties to
28 avoid the expense and time commitments of continued litigation and provides a significant

benefit for the Class which would not otherwise have been available. The Gross Settlement Amount of \$520,000 is a fair, reasonable, and adequate settlement.

VI. THE NOTICE PROCEDURE SHOULD BE APPROVED.

36. The Class Notice provides proper notice to the Class of the terms of the Settlement Agreement and the options available to the Class, including the ability of the Class Members to Opt-Out or submit a Request for Exclusion from the non-PAGA portion of the Settlement and not be bound by the non-PAGA portion of the Settlement Agreement or receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do nothing and receive a Settlement Payment and be bound by the terms of the Settlement; the date of the Final Approval Hearing, and how to obtain further information through Class Counsel, the Administrator's website, or the Court's docket.

37. Class Members will receive separate checks for the class portion and PAGA portion, respectively.

38. Plaintiff respectfully requests that the Court approve the Class Notice agreed to by the parties.

VII. ATTORNEYS' EXPERIENCE

39. D.Law (formerly known as Davtayan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

40. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the putative Class and aggrieved employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

41. D.Law has litigated and successfully resolved many wage and hour class action

1 cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De
2 La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787),
3 Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of
4 California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of
5 California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in
6 Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-
7 cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los
8 Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles,
9 BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
10 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
11 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
12 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
13 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et
14 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real
15 Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445),
16 Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836),
17 Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK),
18 Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO),
19 Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA),
20 Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v.
21 The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v.
22 PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra
23 Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior
24 Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare
25 California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v.
26 Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v.
27 ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC
28 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford

1 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
2 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
3 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),
4 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
5 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
6 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
7 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,
8 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6
9 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF
10 Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868),
11 Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693),
12 Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-
13 CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda,
14 HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa
15 Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in
16 San Bernardino, CIVDS1915743), Viridi v. Absolute Security International (Superior Court of
17 California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of
18 California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid
19 Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC),
20 among others.

21 42. I am a 2008 California Western School of Law graduate and was admitted to the
22 California State Bar in December 2008. Since graduating from law school, I have dedicated my
23 entire career to litigating employment class and PAGA actions. I have litigated and settled
24 hundreds of wage and hour class actions and have obtained numerous six and seven figure
25 settlements. As such, I have significant experience specifically working on wage and hour class
26 actions from the plaintiff's side.

27 43. The collective experience of the D.Law attorneys in litigating employment wage
28 and hour matters has been integral in identifying legal issues, evaluating the strengths and

1 weaknesses of a case, and generally negotiating fair and reasonable class and representative action
2 settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge
3 concerning the constantly evolving substantive law (state and federal), as well as the procedural
4 law of class and representative action litigation. In this action, the attorneys at D.Law are fully
5 equipped to use the skills and knowledge developed over decades of prosecuting and defending
6 wage and hour class actions to fairly and adequately represent the interests of the Class Members
7 and aggrieved employees. Therefore, based on our resources, experience, and knowledge, the
8 attorneys at D.Law are well-qualified to act as class counsel and represent the Plaintiff and the
9 putative Class Members and aggrieved employees in this action.

10 44. We understand the responsibilities owed as counsel to the Settlement Class
11 Members and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated
12 the claims asserted in this action and have remained committed to dedicating the resources
13 necessary to represent the Class and vigorously pursue their claims. Based upon my experience and
14 understanding of the claims and defenses in this action, I believe the settlement is fair, adequate,
15 and reasonable for the Class Members and aggrieved employees and all involved, and that the
16 Settlement is well within the range of reasonableness that would permit it to be finally approved. I
17 am not aware of any conflict of interest with Plaintiff or any other Class Member that would
18 interfere with the duties as Class Counsel.

19 **VIII. THE STIPULATED AWARD OF ATTORNEYS' FEES AND COSTS**

20 45. Under the Settlement, Class Counsel will request, without opposition from
21 Defendants, an award of Attorneys' Fees and Costs consisting of: Ninety-Eight Thousand Three
22 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$98,333.33), one-third of the Gross
23 Settlement Amount, and actual reasonable litigation costs incurred for reimbursement of actual
24 reasonable litigation costs. This request is fair, reasonable, and adequate to compensate Class
25 Counsel for the substantial work they have put into this case and, moreover, the risk they assumed
26 by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for
27 all uncompensated work that they have already done and for all the work they will continue to do
28 in carrying out and overseeing the notification to Class Members, communicating with Class

Members regarding their claims, and assisting in the administration of the settlement if it is preliminarily approved. At the time of filing the Motion for Final Approval of Settlement and Attorneys' Fees and Costs, Plaintiff will submit detailed time records and invoices supporting the request for attorneys' fees and costs. Defendant will not oppose Class Counsel's fees and cost request.

IX. THE CLASS REPRESENTATIVE SERVICE AWARD

46. The Settlement provides for an Enhancement Payment of \$10,000 to Plaintiff Pedro Luciano, for his service in litigating the action. Plaintiff has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation. Plaintiff provided Class Counsel with information about Defendant, reviewed documents, consulted Class Counsel throughout the litigation, participated in the mediation process, and reviewed and signed the settlement agreement. Plaintiff has spent a significant amount of time with Class Counsel detailing their knowledge of Defendant's practices. Plaintiff has diligently, adequately, and fairly represented the Class Members, and has not placed their interests above any member of the putative Class. This sort of payment to a Class representative has been a common feature of settlements negotiated by Class Counsel and routinely approved by courts. The Class Representative Enhancement Award of \$10,000 is fair and reasonable.

X. THE PRESENCE OF A GOVERNMENTAL PARTICIPANT

47. Class Counsel will be submitting the Settlement Agreement to the LWDA concurrently with the filing of this motion pursuant to Labor Code § 2699(1)(2). On the date of the date of filing the Motion for Preliminary Approval, Plaintiff submitted the Motion to the LWDA. Attached hereto as **Exhibit 4** is the LWDA confirmation.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on January 23, 2026, in San Diego, California.



Marta Manus, Esq.

EXHIBIT 1

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Attorneys for Defendant, GS OPERATING, LLC

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

PEDRO LUCIANO, an individual, on behalf of himself and others similarly situated, Plaintiff, vs. GS OPERATING, LLC, a Delaware stock corporation, and DOES 1 through 50, inclusive, Defendant	<u>CLASS ACTION</u> Case No. 24CV081724 Assigned for all purposes to: Honorable CLASS ACTION AND PAGA SETTLEMENT AGREEMENT Complaint filed: June 28, 2024 Trial Date: Not set
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1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and between
2 plaintiff Pedro Luciano (“Plaintiff”) and GS Operating, LLC (“Defendant”). The Agreement refers
3 to Plaintiff and Defendant collectively as “the Parties,” or individually as “Party.”

4 **A. DEFINITIONS.**

5 1. “Action” means the Plaintiff’s lawsuit captioned *Pedro Luciano v. GS Operating, LLC*,
6 initiated on June 28, 2024, in the Superior Court for the County of Alameda, Case No. 24CV081724
7 which was removed to U.S. District Court, Northern District (Case No. 3:24-cv-05408-JD) on
8 August 19, 2024, and amended on May 13, 2025, to add a PAGA cause of action.

9 2. “Administrator” means Apex Class Action LLC (“Apex”), and Apex is the neutral
10 entity the Parties have agreed to appoint to administer the Settlement.

11 3. “Administration Costs” means the amount the Administrator will be paid from the
12 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
13 Administrator’s bid the parties have received from Apex.

14 4. “Aggrieved Employee” means non-exempt employees who worked for Defendant in
15 the State of California from June 28, 2023, to the earlier of December 31, 2025, or the date of
16 preliminary approval (the “PAGA Period”).

17 5. “Class” means all persons employed by Defendant in California as non-exempt
18 employees at any point from June 28, 2020, through the date of preliminary approval or December
19 31, 2025, whichever comes first (the “Settlement Period”). It shall be an opt-out class.

20 6. “Class Counsel” Emil Davtyan, Esq., David Yeremian, Esq., Arsiné Grigoryan, Esq.,
21 Enoch J. Kim, Esq., and Marta Manus, Esq. and the other attorneys of D.Law, Inc.

22 7. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
23 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request
24 approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$98,333.33.

25 8. “Class Counsel Litigation Expenses Payment” means the amount allocated from the
26 Gross Settlement Amount to Class Counsel for reimbursement of reasonable and actual expenses
27 and costs incurred in the Action. If Class Counsel Litigation Expenses Payment is less than the
28 amount requested, the difference will remain in the Net Settlement Amount to be distributed to the

Class Members.

9. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, telephone number, Social Security number, email address (if known), number of Workweeks and PAGA Pay Periods.

10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the “National Change of Address Database”, skip traces, and direct contact by the Administrator with Class Members.

12. “Class Notice” means the Court Approved Notice of Class Action and PAGA Settlement, with a Spanish translation, to be mailed to Class Members, which is attached as Exhibit A and incorporated by reference into this Agreement.

13. “Class Representative” means the named Plaintiff Pedro Luciano, in the Action seeking Court approval to serve as a Class Representative.

14. “Class Representative Service Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, and Defendant agreed not to object to a requested Class Representative Service Award of up to \$10,000.00, subject to Court approval.

15. “Court” means the Superior Court of California, County of Alameda.

16. “Defendant” means named Defendant GS Operating, LLC.

17. “Defense Counsel” means Jannine Kranz of Littler Mendelson PC.

18. “Effective Date” means the date by which all the following have occurred: (a) Defendant has not voided this Settlement pursuant to “Defendant’s Right to Withdraw” provision below; (b) the Court enters Judgment upon Final Approval; and (c) the Judgment is final. The judgment is final as of the latest of the following occurrences: (a) the day after the last date on which a notice of appeal from the Judgment may be filed pursuant to California Rules of Court 8.406 (i.e.,

61 days after entry of the Judgment), and none is filed; (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed.

19. “Final Approval” means the Court’s order granting final approval of the Settlement.

20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

21. “Gross Settlement Amount” means \$295,000.00 (Two Hundred Ninety-Five Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement.

22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Settlement Period.

23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Payment calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

24. “Judgment” means the judgment entered by the Court based upon the Final Approval.

25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

26. “LWDA PAGA Payment” means the 65% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Payment, Class Representative Service Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

29. “Operative Complaint” means the operative First Amended Complaint filed in the U.S. District Court, Northern District (Case No. 3:24-cv-05408-JD) on May 13, 2025.

30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least a portion of one day during the PAGA Period.

31. “PAGA Period” means the period from June 28, 2023, to the earlier of December 31, 2025, or the date of preliminary approval.

32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

33. “PAGA Notice” means Plaintiff’s June 28, 2024, letter to LWDA (LWDA Case No. LWDA-CM-1037000-24) and the Plaintiff providing notice pursuant to Labor Code section 2699.3, subd.(a).

34. “PAGA Payment” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$20,000), allocated 35% to the Aggrieved Employees (\$7,000) and 65% to LWDA (\$13,000) in settlement of PAGA claims.

35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.

36. “Plaintiff” means Pedro Luciano, the named plaintiff in the Action.

37. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

38. “Released Class Claims” means the class claims being released by the Participating Class Members in connection with this Settlement as set forth fully below.

39. “Released PAGA Claims” means the PAGA claims being released by the Aggrieved Employees and State of California in connection with this settlement, as set forth fully below.

40. “Released Parties” means: Defendant and all of Defendant’s subsidiaries, parent, and affiliated companies, and each of their former and present directors, officers, shareholders, owners, employees, attorneys, insurers, predecessors, successors, and assigns.

41. “Request for Exclusion” means a Class Member’s submission of a written request to

1 be excluded from the Class portion of the Settlement.

2 42. "Response Deadline" means sixty (60) days after the Administrator mails Class Notice
3 to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail
4 Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her
5 objection to the Settlement. Class Members to whom Class Notice is resent after having been
6 returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days
7 beyond when the Response Deadline has expired to provide an appropriate response.

8 43. "Settlement" means the disposition of the Action effected by this Agreement and the
9 Judgment.

10 44. "Settlement Period" means the period from June 28, 2020, through the date of
11 preliminary approval or December 31, 2025, whichever comes first.

12 45. "Workweek" means any week during which a Class Member worked for Defendant
13 for at least three calendar days, during the Settlement Period, as recorded by Defendant's time and
14 payroll system.

15 **B. RECITALS.**

16 46. On June 28, 2024, Plaintiff commenced this Action by filing a Complaint alleging
17 causes of action against Defendant for: (1) Failure to pay all wages; (2) Failure to pay all overtime
18 wages at the legal overtime pay rate; (3) Failure to provide all meal periods; (4) Failure to provide
19 legally-compliant rest periods; (5) Failure to fully reimburse work expenses; (6) Derivative failure to
20 timely furnish accurate itemized wage statements; (7) Independent failure to timely furnish accurate
21 itemized wage statements; (8) Violations of Labor Code §§ 201-202; and (9) Unfair Business Practices.
22 On the same date, Plaintiff sent a letter to the Defendant and the Labor and Workforce Development
23 Agency (LWDA) to exhaust his remedies under PAGA, Labor Code §2698, et seq. On August 19,
24 2024, Defendant removed this Action to the United States District Court, Northern District (Case
25 No. 4:24-cv-05408). On September 18, 2024, Plaintiff filed a Motion to Remand to State Court,
26 which was denied on February 28, 2025. On May 13, 2025, Plaintiff filed a First Amended
27 Complaint (Operative Complaint) adding a claim for civil penalties under PAGA.

28 47. Defendant denies the allegations in the Operative Complaint and PAGA Notice, denies

any failure to comply with the laws identified in the Operative Complaint and PAGA Notice, and denies all liability for the causes of action alleged.

48. On July 1, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Stephen M. Benardo, Esq., and were subsequently able to reach an agreement on general settlement terms.

49. Prior to mediation, Plaintiff obtained and analyzed the production of payroll and time data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

50. The Court has not granted class certification, and the Parties are stipulating to conditional class certification for Settlement purposes only.

51. The Parties will file a stipulation to remand the Action back to the Superior Court for the County of Alameda for settlement purposes only. The Parties will seek approval of the Settlement and Plaintiff will file his Motion for Preliminary Approval of Class Action and PAGA Settlement in the Superior Court for the County of Alameda. The Parties will execute the stipulation to remand concurrently with the execution of this Agreement. If, despite the Parties' best efforts, the Settlement is not finally approved in the Superior Court for the County of Alameda, the Parties shall stipulate to return to the U.S. District Court, Northern District and request that the District Court extend any pending deadlines for completion of discovery and the filing of a motion for class certification.

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

C. MONETARY TERMS.

53. Gross Settlement Amount. Except as otherwise provided in the Escalator provision of this Agreement, Defendant will pay \$295,000.00 (Two Hundred Ninety-Five Thousand Dollars and Zero Cents) to fully settle, resolve, and extinguish all claims asserted in the Action, including without

1 limitation all claims asserted or reasonably could have been asserted in the Operative Complaint,
2 Action, and PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include
3 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which
4 Defendant will pay separately.

5 54. Schedule for Payment of the Gross Settlement Amount: Defendant shall fully fund the
6 Gross Settlement Amount and fund the amounts necessary to fully pay Defendant's share of payroll
7 taxes by transmitting the funds to a Qualified Settlement Fund established by the Administrator no
8 later than fourteen (14) days after the Effective Date. Defendant has no obligation to pay the Gross
9 Settlement Amount (or any payroll taxes) prior to the deadline stated herein. The Administrator will
10 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
11 Members or Aggrieved Employees to submit any claim as a condition of payment.

12 55. Cure Period, Interest Clause: If Defendant fails to make any payment of the Gross
13 Settlement Amount by the deadline set forth in Paragraph 54 and pursuant to the Administrator's
14 payment timeline, and such failure continues for more than thirty (30) days after written notice from
15 the Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will
16 incur interest at the statutory rate for a judgment for wage under California law. Any such interest
17 accrued will be distributed pro rata to the Participating Class Members or otherwise as the Court
18 directs. Defendant shall have no power over transferred funds, or to alter the schedule set forth in
19 Paragraph 54 of this Agreement, absent court order. Any dispute between the Parties as to the
20 meaning and/or application of Paragraph 54 will be submitted to the Court. No interest will accrue
21 during the time that any Paragraph 54 issue is submitted to and is before the Court.

22 56. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
23 this Agreement, the Administrator will make and deduct the following payments from the Gross
24 Settlement Amount in the amounts specified by the Court in the Final Approval:

25 56.1. To Plaintiff: A payment for the Class Representative Service Award to the Class
26 Representative, Pedro Luciano, of not more than \$10,000.00 (Ten Thousand Dollars) in addition to
27 any Individual Class Payment and any Individual PAGA Payment the Class Representative is
28 entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for

1 a Class Representative Service Award that does not exceed this amount. As part of the motion for
2 the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek
3 Court approval for any Class Representative Service Award. If the Court approves a Class
4 Representative Service Award less than the amount requested, the Administrator will retain the
5 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
6 Administrator will pay the Class Representative Service Award using IRS Form 1099. Plaintiff
7 assumes full responsibility and liability for employee taxes owed on the Class Representative
8 Service Award.

9 56.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
10 Gross Settlement Amount, that is up to \$98,333.33, and a Class Counsel Litigation Expenses
11 Payment for actual costs incurred in litigation this action. Defendant will not oppose requests for
12 these payments. Plaintiff and/or Class Counsel will file a motion requesting Class Counsel Fees
13 Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the
14 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel
15 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,
16 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to
17 Participating Class Members. The Administrator will pay the Class Counsel Fees Payment and Class
18 Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
19 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
20 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
21 from any dispute or controversy regarding any division or sharing of any of these payments.

22 56.3 To the Administrator: An Administration Costs payment not to exceed \$6,000.00
23 except for a showing of good cause and as approved by the Court. To the extent the Administration
24 Costs are less, or the Court approves payment of less than \$6,000.00, the Administrator will retain
25 the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

26 56.4 To Each Participating Class Member: An Individual Class Payment is calculated by
27 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
28 Participating Class Members during the Settlement Period, and (b) multiplying the result by each

individual Participating Class Member's Workweeks.

56.4(a) Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

56.4(b) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

56.5 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of \$20,000.00 (Twenty Thousand Dollars) will be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments. Aggrieved Employees cannot request exclusion.

56.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Payment of \$7,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

56.5(b) If the Court approves PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

D. SETTLEMENT FUNDING AND PAYMENTS.

57. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data

gathered through mediation, Defendant certifies that the number of Workweeks for 96 Class Members from June 28, 2020, to July 1, 2025, is 8,390 (the “Certified Workweek Amount”), and 50 Aggrieved Employees who worked a total of approximately 1,551 PAGA Pay Periods from June 28, 2023, to July 1, 2025.

58. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

59. Payments from the Gross Settlement Amount. The monies to be distributed to Participating Class Members (i.e. the Net Settlement Amount) and Aggrieved Employees shall be paid to them by the Administrator within fourteen (14) days following the receipt of the Gross Settlement Amount by the Administrator from Defendant.

60. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Administrator must update the

recipients' mailing addresses using the National Change of Address Database.

61. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

62. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

63. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

E. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the State of California will release claims against all Released Parties as follows:

64. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences, known or unknown, including, but not limited to (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in

connection with Plaintiff's employment with Defendant, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Plaintiff executes this Agreement. Plaintiff's Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs, except as specifically set forth in this Agreement.

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

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

64.2. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after the date of Plaintiff's execution of this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

65. Released Class Claims by Participating Class Members: All Participating Class Members release the Released Parties from all claims, damages, and penalties, that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which occurred during the Settlement Period and during employment in a non-exempt position with Defendant in California, including any claims for: (1) failure to pay all wages [Labor Code §§ 117.3, 218, 218.5, 218.6, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198]; (2) failure to pay all overtime wages [Labor Code §§ 204, 218, 218.5, 218.6, 510, 558, 1194, 1198]; (3) meal period violations [Labor Code §§ 218.6, 226.7, 512, 516, 558, 1198; IWC Wage Order §11]; (4) rest period violations [Labor Code §§ 218.6, 226.7, 516, 558, 1198; IWC Wage Order §12]; (5) failure to reimburse business expenses [Labor Code §§ 2802, 2804]; (6) failure to provide accurate and time wage statements [Labor Code § 226; IWC Wage Order §7]; (7) waiting time penalties [Labor Code §§ 201-203]; (8) paid sick leave violations [Labor Code §§ 200, 218, 246 et seq., and 248 et seq.]; (9) untimely payment of wages [Labor Code §§ 204, 204b, 210, 218]; (10) failure to maintain temperature providing reasonable comfort [Labor Code §§ 1198, IWC Wage Order §15]; and (11) unfair competition [Bus. & Prof. Code §§ 17200 et seq.]. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'

compensation, or claims based on facts occurring outside the Settlement Period (the “Released Class Claims”). The Released Class Claims do not include civil penalties pursuant to PAGA.

66. Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, and the State of California, are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period (“Released PAGA Claims”), including penalties predicated on the underlying alleged violations for: (1) failure to pay all wages [Labor Code §§ 117.3, 218, 218.5, 218.6, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198]; (2) failure to pay all overtime wages [Labor Code §§ 204, 218, 218.5, 218.6, 510, 558, 1194, 1198]; (3) meal period violations [Labor Code §§ 218.6, 226.7, 512, 516, 558, 1198; IWC Wage Order §11]; (4) rest period violations [Labor Code §§ 218.6, 226.7, 516, 558, 1198; IWC Wage Order §12]; (5) failure to reimburse business expenses [Labor Code §§ 2802, 2804]; (6) failure to provide accurate and time wage statements [Labor Code § 226; IWC Wage Order §7]; (7) waiting time penalties [Labor Code §§ 201-203]; (8) paid sick leave violations [Labor Code §§ 200, 218, 246 et seq., and 248 et seq]; (9) untimely payment of wages [Labor Code §§ 204, 204b, 210, 218]; (10) failure to maintain temperature providing reasonable comfort [Labor Code §§ 1198, and IWC Wage Order §15]]. The Released PAGA Claims apply to claims arising during the PAGA Period. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this Agreement is to forever bar Plaintiff, the LWDA, the State of California, and the Aggrieved Employees from asserting any of the Released PAGA Claims that occurred during the PAGA Period in any future litigation. The Released PAGA Claims do not include any Aggrieved Employees’ individual (*i.e.* non-representative) claims for wages or damages.

67. Release Effective Date: As of the Release Effective Date, as defined above, all Participating Class Members shall release the Released Parties from the Released Class Claims and all Aggrieved Employees shall release the Released Parties from the Released PAGA Claims.

F. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

68. Defendant's Statement of Non-Opposition in Support of Preliminary Approval.

Defendant may file a statement of non-opposition in support of preliminary approval to be filed with or after the Motion for Preliminary Approval documents.

69. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

70. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval to the Administrator.

1 71. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
2 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
3 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
4 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
5 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
6 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
7 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
8 Court's concerns.

9 **G. SETTLEMENT ADMINISTRATION.**

10 72. Selection of Administrator. The Parties have jointly selected Apex to serve as the
11 Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound
12 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
13 for payment of Administration Costs. The Parties and their Counsel represent that they have no
14 interest or relationship, financial or otherwise, with the Administrator other than a professional
15 relationship arising out of prior experiences administering settlements.

16 73. Employer Identification Number. The Administrator shall have and use its own
17 employer identification number for purposes of calculating payroll tax withholdings and providing
18 reports to state and federal tax authorities.

19 74. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
20 meets the requirements of a "Qualified Settlement Fund" ("QSF") under US Treasury Regulation
21 section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the
22 Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will
23 become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF
24 will be fully funded in one payment as addressed above.

25 75. Notice to Class Members.

26 75.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
27 shall notify Class Counsel that the list has been received and state the number of Class Members,
28 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

1 75.2 Using best efforts to perform as soon as possible, and in no event later than fourteen
2 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
3 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
4 Spanish translation as the parties have agreed substantially in the form attached to this Agreement
5 as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of
6 any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
7 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
8 Class Notice, the Administrator shall update Class Member addresses using the National Change of
9 Address Database.

10 75.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
11 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
12 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
13 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
14 the most current address obtained. The Administrator has no obligation to make further attempts to
15 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
16 time.

17 75.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or
18 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days
19 beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose
20 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with
21 the re-mailed Class Notice.

22 75.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
23 discovers any persons who believe they should have been included in the Class Data and should
24 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
25 and in good faith in an effort to agree on whether to include them as Class Members. If the Parties
26 agree, such persons will be Class Members entitled to the same rights as other Class Members, and
27 the Administrator will send, via email or overnight delivery, a Class Notice requiring them to
28 exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice,

1 or the deadline dates in the Class Notice, whichever are later.

2 76. Requests for Exclusion (Opt-Outs).

3 76.1 Class Members who wish to exclude themselves (opt-out of) the Class portion of the
4 Settlement must send the Administrator, by fax, email, or mail, a completed and signed Request for
5 Exclusion form not later than sixty (60) days after the Administrator mails the Class Notice (plus
6 an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). To be valid,
7 a Request for Exclusion form must be timely faxed, emailed, or postmarked by the Response
8 Deadline.

9 76.2 The Administrator may not reject a Request for Exclusion form as invalid because it
10 fails to contain all the information specified in the Class Notice. The Administrator shall accept any
11 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person
12 as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason
13 to question the authenticity of a Request for Exclusion form, the Administrator may demand
14 additional proof of the Class Member's identity. The Administrator's decision regarding the validity
15 of a Request for Exclusion form shall be final and not appealable or otherwise susceptible to
16 challenge.

17 76.3 Every Class Member who does not submit a timely and valid Request for Exclusion is
18 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
19 by all terms and conditions of the Settlement, and are deemed to release the Released Class Claims
20 identified in this Agreement, regardless of whether the Participating Class Member actually receives
21 the Class Notice or objects to the Settlement.

22 76.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
23 Participating Class Member and shall not receive an Individual Class Payment or have the right to
24 object to the class action components of the Settlement. Because future PAGA claims are subject to
25 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved
26 Employees are deemed to release the Released PAGA Claims identified in this Agreement and are
27 eligible for an Individual PAGA Payment.

28 77. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60)

1 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class
2 Members whose Class Notice is re-mailed) to challenge the number of Workweeks allocated to the
3 Class Member in the Class Notice. The Class Member may challenge the allocation by
4 communicating with the Administrator via fax, email or mail. The Administrator must encourage
5 the challenging Class Member to submit supporting documentation. In the absence of any contrary
6 documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods
7 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
8 Administrator shall promptly provide copies of all challenges to the calculation of Workweeks to
9 Defense Counsel and Class Counsel and the Administrator's determination of the challenges.
10 Although the Administrator shall make the initial decision regarding challenges to the calculation of
11 Workweeks and/or Pay Periods, the Court may review any decision made by the Administrator.

12 78. Objections to Settlement.

13 78.1 Only Participating Class Members may object to the class action components of the
14 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
15 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
16 and/or Class Representative Enhancement Award.

17 78.2 Participating Class Members may send written objections to the Administrator, by fax,
18 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
19 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
20 Participating Class Member who elects to send a written objection to the Administrator must do so
21 not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional
22 fourteen (14) days for Class Members whose Class Notice was re-mailed).

23 78.3 Non-Participating Class Members have no right to object to any of the class action
24 components of the Settlement.

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

27 79.1. Website, Email Address and Toll-Free Number. The Administrator will establish,
28 maintain and use an internet website to post information of interest to Class Members including the

1 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
2 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for
3 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
4 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain
5 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
6 and emails.

7 79.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
9 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
10 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
11 other identifying information of Class Members who have timely submitted valid Requests for
12 Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members
13 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion forms
14 submitted (whether valid or invalid).

15 79.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
16 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
17 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
18 invalid) received, objections received, challenges to Workweeks, and challenges to PAGA Pay
19 Periods to the extent they are affected by challenges to the Workweeks, received and/or resolved,
20 and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
21 Report”). The Weekly Reports must include the Administrator’s assessment of the validity of
22 Requests for Exclusion and attach copies of all Requests for Exclusion forms and objections
23 received.

24 79.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority
25 to address and make the initial decision consistent with the terms of this Agreement on all Class
26 Member challenges over the calculation of Workweeks, and/or PAGA Pay Periods to the extent they
27 are affected by challenges to the Workweeks. Although the Administrator shall make the initial
28 decision regarding challenges to the calculation of Workweeks, the Court may review any decision

made by the Administrator.

79.5. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

79.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

F. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on data gathered through the mediation, it is estimated that there are 96 Class Members who collectively worked a total of **8,390** Workweeks from June 28, 2020, through July 1, 2025 (the "Certified Workweek Amount"). If it is determined that the actual number of Workweeks for all Class Members during the Settlement Period exceeds the Certified Workweek Amount by more than ten percent (10%), Defendant shall have the option to either (a) pay an increased GSA (at a rate of \$35.16 per workweek) reflecting the percentage difference between the Certified Workweek Amount and the actual number of Workweeks that accrued for all Class members during the Settlement Period, i.e., the number of Workweeks over 9,229 Workweeks; or (b) backdate the end date for the Settlement Period to the date on which the 10% threshold was reached. If this provision is triggered so as to

1 increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement
2 Amount allocated to attorneys' fees will increase proportionally such that the total amount of
3 attorneys' fees remains one third of the Gross Settlement Amount after the upward adjustment
4 required by this provision is implemented.

5 **G. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
6 Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class
7 Members, or a number of Class Members whose settlement shares would be worth more than 10%
8 of the Net Settlement Amount, Defendant may, but is not obligated, to elect to withdraw from the
9 Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*,
10 have no force or effect whatsoever, and that neither Party will have any further obligation to perform
11 under this Agreement; provided, however, Defendant will remain responsible for paying all
12 Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court of
13 its election to withdraw not later than ten (10) days after the Administrator sends the final Exclusion
14 List to Defense Counsel; late elections will have no effect.

15 **H. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before
16 the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file
17 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
18 PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final Approval
19 Order; and a proposed Judgment (collectively "Motion for Final Approval").

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

24 81. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
25 Approval on any material change to the Settlement (including, but not limited to, the scope of release
26 to be granted by Class Members), the Parties will expeditiously work together in good faith to
27 address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The
28 Court's decision to award less than the amounts requested for the Class Representative Service

1 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
2 Administration Costs shall not constitute a material modification to the Agreement within the
3 meaning of this paragraph.

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

9 83. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
10 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
11 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
12 counsel, and all Participating Class Members who did not object to the Settlement as provided in
13 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
14 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
15 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
16 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
17 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
18 and the Judgment becomes final.

19 84. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material
21 modification of this Agreement (including, but not limited to, the scope of release to be granted by
22 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
23 work together in good faith to address the appellate court's concerns and to obtain Final Approval
24 and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred
25 after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class
26 Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation
27 Expenses Payment shall not constitute a material modification of the Judgment within the meaning
28 of this paragraph, as long as the Gross Settlement Amount remains unchanged.

1 **I. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
2 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
3 judgment.

4 **J. ADDITIONAL PROVISIONS.**

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

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

1 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to,
2 directly or indirectly, initiate any conversation or other communication, before the filing of the
3 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
4 giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that
5 effect. This paragraph does not restrict Class Counsel’s communications with Class Members in
6 accordance with Class Counsel’s ethical obligations owed to Class Members.

7 87. No Solicitation. The Parties separately agree that they and their respective counsel and
8 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
9 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to
10 communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to
11 Class Members.

12 88. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
13 together with its attached exhibits shall constitute the entire agreement between the Parties relating
14 to the Settlement, superseding any and all oral representations, warranties, covenants, or
15 inducements made to or by any Party.

16 89. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
18 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
19 terms, and to execute any other documents reasonably required to effectuate the terms of this
20 Agreement including any amendments to this Agreement.

21 90. Cooperation. The Parties and their counsel will cooperate with each other and use their
22 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
23 Agreement, submitting supplemental evidence and supplementing points and authorities as
24 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
25 document necessary to implement the Settlement, or on any modification of the Agreement that may
26 become necessary to implement the Settlement, the Parties will seek the assistance of mediator
27 Stephen Benardo for resolution.

28 91. No Prior Assignments. The Parties separately represent and warrant that they have not

1 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
2 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
3 released and discharged by the Party in this Settlement.

4 92. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
5 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
6 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
7 10, as amended) or otherwise.

8 93. Modification of Agreement. This Agreement, and all parts of it, may be amended,
9 modified, changed, or waived only by an express written instrument signed by all Parties or their
10 representatives, and approved by the Court.

11 94. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
12 the benefit of, the successors of each of the Parties.

13 95. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
14 governed by and interpreted according to the internal laws of the State of California, without regard
15 to conflict of law principles.

16 96. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
17 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
18 was the drafter or participated in the drafting.

19 97. Confidentiality. To the extent permitted by law, all agreements made, and orders
20 entered during Action and in this Agreement relating to the confidentiality of information shall
21 survive the execution of this Agreement.

22 98. Headings. The descriptive heading of any section or paragraph of this Agreement is
23 inserted for convenience of reference only and does not constitute a part of this Agreement.

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

27 100. Notice. All notices, demands, or other communications between the Parties in
28 connection with this Agreement will be in writing and deemed to have been duly given as of the

third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

D.LAW, INC.

David Yeremian

d.yeremian@d.law

Enoch J. Kim

e.kim@d.law

Marta Manus

m.manus@d.law

450 N. Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

To Defendant:

LITTLER MENDELSON P.C.

Jannine E. Kranz (SBN 272389)

jkranz@littler.com

2049 Century Park East, 5th Floor

Los Angeles, CA 90067

Telephone: (310) 553-0308

Facsimile: (800) 715-1330

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

102. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

103. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be

used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

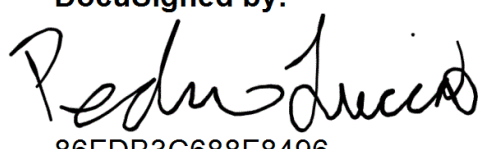
105. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

106. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: 10/9/2025

DocuSigned by:

 86FDB3C688F8496...

Plaintiff Pedro Luciano

DATED: _____

Defendant GS Operating, LLC

By: _____

Position: _____

1 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
2 than 90 days after the date when the Court discharges the Administrator's obligation to provide a
3 declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall
4 destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the
5 Court's discharge of the Administrator's obligation, Defendant makes a written request to Class
6 Counsel for the return, rather than the destructions, of Class Data.

7 104. Fair Settlement. Plaintiff, Defendant, Class Counsel and Defense Counsel believe and
8 warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and
9 have arrived at this Agreement through arms-length negotiations, taking into account all relevant
10 factors.

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13 possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
14 and enforceable.

15 106. Severability. In the event that one or more of the provisions contained in this
16 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
17 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
18 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
19 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
20 had never been included in this Agreement.

21 **IT IS SO AGREED.**

22 By the Parties:

23 DATED: _____

24 Plaintiff Pedro Luciano

25
26 DATED: _____

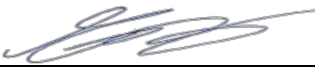
27 Defendant GS Operating, LLC

28 By: Craig Schilling
Position: CEO

1 Approved by counsel:

2 DATED: 10/10/2025

D.LAW, INC.

3
4 By: 
5 David Yeremian
6 Enoch J. Kim
7 Marta Manus
8 Counsel for Plaintiff Pedro Luciano

9 DATED: 10/10/2025

LITTLER MENDELSON, PC

10 By: 
11 Jannine Kranz
12 Counsel for Defendant, GS Operating, LLC
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EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Luciano, et al. v. GS Operating LLC

(Alameda County Superior Court, Case No. 24CV081724)

***The Alameda County Superior Court authorized this notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from the settlement of a class action lawsuit (“Settlement”) entitled *Luciano, et al. v. GS Operating LLC* filed by named plaintiff Pedro Luciano (“Plaintiff”) for alleged violations of the California Labor Code (the “Action”) against GS Operating, LLC (“Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties.”

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined in the Settlement as persons employed by Defendant in California as non-exempt employees at any point from June 28, 2020, through December 31, 2025 (the “Settlement Period”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as all non-exempt employees who worked for Defendant in the State of California from June 28, 2023, through December 31, 2025 (the “PAGA Period”). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all aggrieved employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 65% to the LWDA and 35% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a class action settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
Weeks Worked during Settlement Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Pay Periods worked during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendant in California during the PAGA Period.) If you believe that you worked a different number of workweeks during the settlement period than is shown in the chart above, you can submit a dispute by **[DATE]** (“**Response Deadline**”). See **Section 4, subsection 3** of this notice.

In granting preliminarily approval of the proposed Settlement and approving this notice, the Court has determined only that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the

Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant in California during the Settlement Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below . <i>Defendant will not retaliate against you for participating or not participating in this Settlement.</i>
EXCLUDE YOURSELF	If you do not wish to participate in the Class portion of the proposed Settlement, you may “opt-out” of the Settlement of the Class Claims. If you choose to opt-out, you must submit a completed Request for Exclusion form (enclosed herewith) by [DATE] (see Section 6 below for more details on how to opt-out). If you opt-out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will have the right to individually pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. See Section 6 of this notice.
OBJECT	If you decide to object to the Class portion of the proposed Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement by [DATE] (see Section 7 for more details on how to object). In the alternative, you may object verbally in person at the Final Approval Hearing.
DISPUTE THE NUMBER OF WEEKS WORKED AND/OR NUMBER OF PAY PERIODS	If you believe the number of workweeks and/or correlating pay periods that you were credited with working in the chart above is incorrect, you may submit a dispute and any supporting evidence to Apex Class Action LLC (the “Administrator”), a third party responsible for sending this notice (see Section 4 for more details on how to submit a dispute). Defendant’s records will be presumed correct, but you may provide evidence to the Administrator showing how many workweeks and/or correlating pay periods you believe you should be credited, and the Administrator will consider your documentation and decide.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: [DATE] TIME: [TIME]	The Court’s Final Approval Hearing is scheduled to take place on [DATE] . At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this notice.

1. WHAT IS THE ACTION ABOUT?

The Action alleges that Defendant violated California labor laws due to the alleged failure to pay all wages, failure to pay all overtime wages, failure to provide all meal periods and rest breaks, failure to fully reimburse all work expenses, failure to timely pay wages during employment and upon separation of employment, failure to provide accurate itemized wage statements, and unfair and unlawful competition. Based on the same claims, Plaintiff also asserted a claim for civil penalties under PAGA.

Defendant denies violating any laws and denies that it failed to pay any wages. Defendant contends it complied

with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

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

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a written settlement agreement (“Agreement”), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. In fact, Defendant contends that it has at all times complied with California law.

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination regarding the proposed settlement will be made at final hearing. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this notice, and scheduled a hearing to determine Final Approval.

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

1. The Gross Settlement Amount. Defendant have agreed to pay a total gross settlement amount of \$295,000.00 (the “GSA”) and will deposit the GSA into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative’s Service Award, Class Counsel Fee Payment, Class Counsel Litigation Expenses payment, the Administrator’s Costs, and PAGA Payment to be paid to the LWDA. Assuming the Court grants Final Approval of the settlement and that the Judgment entered by the Court becomes final, Defendant will fund the GSA, and payments will be made shortly thereafter. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys’ fees (\$98,333.33), plus reasonable costs and expenses actually incurred in the Action. To date, Class Counsel has incurred fees and expenses in the Action without receiving payment.

B. Up to \$10,000.00 to the Class Representative as a Service Payment for litigating the Action, working with Class Counsel, and representing the Class. The Service Payment will be the only monies the Plaintiff will receive other than the Individual Class Payment and any Individual PAGA payment.

C. Up to \$6,000.00 to the Administrator for services administering the Settlement.

D. \$20,000.00 for PAGA Penalties, allocated 65% to the LWDA and 35% in Individual PAGA Payments to the Aggrieved Employees based on their share of PAGA Pay Periods during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder of the Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of total Workweeks the Participating Class Member worked during the Class Period.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer-side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. You will still be bound by the Judgment, even if you do not cash your check.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement not later than the Response Deadline. See Section 6 of this notice for details on how to Opt-Out.

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

8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this notice, calculate and make payments, and process Class Members’ requests for exclusion and objections. The Administrator will also assist the Parties with deciding any disputes over weeks worked, mail and re-mail (if necessary) settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant have fully funded the Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the “Released Parties” (which means Defendant and all of Defendant’s former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns) based on the facts alleged in the Operative Complaint for the duration of the Settlement Period, which are resolved by this Settlement.

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

All Participating Members release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which occurred during the Settlement Period and during employment in a non-exempt position with Defendant in California, including any claims for: (1) failure to pay all wages; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse business expenses; (6) failure to provide accurate and timely wage statements; (7) waiting time penalties; (8) paid sick leave violations; (9) untimely payment of wages; (10) failure to maintain temperature providing reasonable comfort; and (11) unfair competition. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Settlement Period (the “Released Class Claims”). The Released Class Claims do not include civil

penalties pursuant to PAGA.

10. Released PAGA Claims. All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period, including penalties predicated on the underlying alleged violations for: (1) failure to pay all wages; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse business expenses; (6) failure to provide accurate and timely wage statements; (7) waiting time penalties; (8) paid sick leave violations; (9) untimely payment of wages; and (10) failure to maintain temperature providing reasonable comfort (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this Agreement is to forever bar Plaintiff, the LWDA, the State of California, and the Aggrieved Employees from asserting any of the Released PAGA Claims that occurred during the PAGA Period in any future litigation. The Released PAGA Claims do not include any Aggrieved Employees’ individual (*i.e.* non-representative) claim for wages or damages.

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

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods for each Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendant’ records, are stated in the tables on page 1 of this notice. You have until **DATE** (the “Response Deadline”) to dispute the number of Workweeks or correlating PAGA Pay Periods credited to you by submitting a dispute to the Administrator. Section 9 of this notice has the Administrator’s contact information. You need to support your dispute by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant’ Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if you are entitled to an Individual PAGA Payment).

2. Non-Participating Class Members/Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employees, including those who opt out of the Settlement.

Your check will be sent to the same address as this notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this notice has the Administrator’s contact information.

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement before the Response Deadline. To opt-out, you must send by fax, email, or mail, a completed and signed Request for Exclusion form (enclosed herewith) to the Administrator by the Response Deadline (as a reminder, **the “Response Deadline” is DATE**). Any person who submits a timely Request for Exclusion form to be excluded from the Class portion

of the Settlement (1) will not have any rights under this Settlement, including the right to object to the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, as to the Released Class Claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class portion of the Settlement remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you may send by fax, email, or mail, a written objection to the Administrator and include any and all evidence and supporting documentation. Any written objections must be sent to the Administrator by the Response Deadline. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], at [REDACTED] a.m./p.m., the Court will hold a hearing in Department 21 of the Superior Court for the State of California, County of Alameda located at 1225 Fallon Street, Oakland, CA, 94612, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiff's request for an Service Award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice if the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this notice or the Settlement itself, or if you did not receive this notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Marta Manus in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on [DATE] and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Alameda, 1225 Fallon Street, Oakland, CA, 94612. You may also review the pleadings, records, and other papers on file in this lawsuit online at <https://eportal.alameda.courts.ca.gov/?q=user/login&destination=node/387>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (24CV081724) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

You may also visit [URL] for information about upcoming hearings and to review case documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Administrator are below:

Class Counsel	Administrator
Enoch J. Kim e.kim@d.law Marta Manus m.manus@d.law D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

D.LAW, INC.

Emil Davtyan (SBN 299363)

Emil@d.law

David Yeremian (SBN 226337)

d.yeremian@d.law

Arsiné Grigoryan (SBN 319517)

a.grigoryan@d.law

Enoch J. Kim (SBN 261146)

e.kim@d.law

Marta Manus (SBN 260132)

m.manus@d.law

450 N Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiff Pedro Luciano,
on behalf of himself and others similarly situated

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

PEDRO LUCIANO, an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

vs.

GS OPERATING, LLC, a Delaware stock
corporation, and DOES 1 through 50,
inclusive,

Defendant

Case No. 24CV081724

**DECLARATION OF KIMBERLY
SUTHERLAND ON BEHALF OF APEX
ADMINISTRATION IN SUPPORT OF
MOTION FOR PRELIMINARY APPROVAL
OF THE CLASS ACTION SETTLEMENT**

Complaint filed: June 28, 2024

Trial Date: Not set

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I, Kimberly Sutherland, declare as follows:

1. I am the Senior Vice President of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action’s team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to class member information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex

1 Class Action conducts background checks on all personnel with access to sensitive personal
2 information, to ensure they do not pose a threat to the security of client or class member information.
3 To guarantee the security of the settlement administration process, Apex Class Action maintains
4 \$1,000,000.00 in Professional Liability and \$5,000,000.00 in Cyber Liability Insurance coverage, as
5 required by legal standards and best practices in the legal profession.

6 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
7 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
8 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) establish
9 a case specific website where relevant case-related settlement documents will be accessible,
10 including the judgment; (iv) conducting preliminary and final calculations to determine the
11 individual settlement amounts, including attorneys' fees, costs, enhancement awards, and any other
12 court-approved designees; (v) calculating and reporting state and federal taxes as applicable; (vi)
13 and disseminating approved settlement funds and tax forms via First-Class USPS mail.

14 7. The administration fees for Apex Class Action's management of this settlement will not
15 exceed \$4,990.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing
16 the specific administration services that will be provided.

17 I declare under penalty of perjury under the laws of the state of California that the foregoing
18 is true and correct. Executed this 3rd day of September 2025, in Irvine, California.

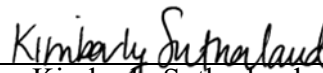
19
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21 _____
22 Kimberly Sutherland
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EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address

18 Technology Dr. Ste. 154
Irvine, CA 92618

Email

kimberly@apexclassaction.com
Info@apexclassaction.com

Phone

1.321.223.5065
1.800.355.0700

EXHIBIT B

**Quotation Request:**

Arsine Grigoryan
D.Law
AGrigoryan@d.law
818.962.6465

Case Name: Luciano v. GS Operating
Date: Tuesday, July 1, 2025
RFP Number: 313760001

Prepared By:

Kimberly Sutherland
Apex Class Action LLC
kimberly@apexclassaction.com
321.223.5065

Settlement Specifications	
Estimated Class Size:	96
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	10%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$275.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.00	96	\$96.00
USPS First Class Postage	Per Piece	\$0.74	96	\$71.04
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	10	\$19.20
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0.5	\$37.50
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$10.02	1	\$10.02
Certified Language Translation: Spanish	Static Rate	\$850.00	1	\$850.00
Sub Total:				\$1,278.76

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$530.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$35.00	1	\$35.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$535.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	1	\$120.00
Account Management and Reconciliation	Per Hour	\$140.00	1	\$140.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	96	\$96.00
USPS First Class Postage	Per Piece	\$0.74	96	\$71.04
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	10	\$19.20
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$900.00	1	\$900.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$50.00	1	\$50.00
			Sub Total:	\$1,896.24

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

WILL NOT EXCEED:				\$4,990.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**
9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 3

D.LAW, INC.

Emil Davtyan (SBN 299363)

Emil@d.law

David Yeremian (SBN 226337)

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Arsiné Grigoryan (SBN 319517)

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450 N Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiff Pedro Luciano,
on behalf of himself and others similarly situated

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

PEDRO LUCIANO, an individual, on behalf
of himself and others similarly situated,

Plaintiff,

vs.

GS OPERATING, LLC, a Delaware stock
corporation, and DOES 1 through 50,
inclusive,

Defendant.

CLASS ACTION

Case No. 24CV081724

**DECLARATION OF JARRETT
GORLICK IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF THE
CLASS ACTION SETTLEMENT**

Complaint filed: June 28, 2024
Trial Date: Not set

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I, Jarrett Gorlick, declare:

1. I am over the age of 18 and am not a party to this action. All the facts set forth in this declaration are within my personal knowledge, true and correct, and, if called upon to testify, I could and would competently and truthfully testify to the following:

2. I am a partner at Berger Consulting Group, LLC (“BCG”) and have provided data analysis and damage exposure for over 3,000 cases. I have reviewed and analyzed data provided in numerous formats for multiple business types, including but not limited to retail, hospitals, logistics, finance, hospitality, technology, and manufacturing. My curriculum vitae is attached hereto as **Exhibit 1**. BCG was founded in 2013 and has been hired to provide expert analysis for more than 6,000 cases. BCG provides data and statistical analysis based on timekeeping records and other types of employee data.

3. I obtained a Bachelor of Arts degree in Economics and Psychology from the University of California, Santa Barbara in 2013. I received the Outstanding Scholastic Achievement in Economics award for graduating with the highest GPA in the department, graduated with High Honors, and completed the College of Letters and Sciences Honors Program. I hold the Certified Financial Planner designation, which required coursework in financial and data analysis, as well as accounting.

4. I testified as an expert witness in the following:

1. *Rodriguez v. Dynamic Auto Images*, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. *Cruz v. Talent Scale*, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. *Liggins v. GMRI*, Los Angeles Superior Court Case No. BC717321, Deposition 3/31/2022
4. *Ortega v. Carson Wild Wings*, Los Angeles Superior Court Case No. BC677389, Deposition 1/6/2022
5. *Cruz v. Dignity Health*, Sacramento County Superior Court Case No. 34-2018-

- 00245506, Deposition 11/23/2021
6. *Larson v. Mark Twain Medical Center*, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. *Powell v. St Joseph's Medical Center*, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. *Johnson v. Bakersfield*, Kern Superior Case No. BCV-19-102016, Deposition 10/25/2021
9. *Dawson v. GoHealth*, San Francisco Superior Case No. CGC-19-577790, Deposition 10/21/2021
10. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. *Ortega v. Carson Wild Wings*, Los Angeles Superior Case No. BC677389, Deposition 9/9/2021
12. *Haaverson v. Tavistock Freebirds*, Alameda Superior Court Case No. RG19030716, Trial 8/19/2021
13. *Escamilla v. Ono Hawaiian BBQ*, Los Angeles Superior Court Case No. BC651992, Deposition 8/16/2021
14. *Nash v. Horizon Freight Services*, Northern District Court Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. *Harris v. Villa Del Rio*, Los Angeles Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. *Morgan v. Rohr*, Southern District Court Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. *Fortson v. COMPASS*, Alameda Superior Court Case No. RG16818319, Trial 5/17/2021
18. *Anderson v. Safe Streets*, Eastern District Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. *Christensen v. Carter's Retail*, Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. *Fortson v. COMPASS*, Alameda Superior Court Case No. RG16818319, Deposition 3/26/2021

- 1 21. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination
2 Proceeding No. 4904, Deposition 3/3/2021
- 3 22. *McCarty v. SMG*, Northern District of California Case No. 3:17-cv-06232-JD,
4 Deposition 2/4/2021
- 5 23. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-
6 002224, Arbitration 12/4/2020
- 7 24. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-
8 002224, Deposition 11/24/2020
- 9 25. *Zarate v. La Pizza Loca*, Los Angeles Superior Court Case No. BC642655,
10 Deposition 10/2/2020
- 11 26. *Cassiano Falero v. Southern California Pizza*, Orange County Superior Court
12 Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
- 13 27. *Hernandez v. Terminix International*, AAA Case No. 01-18-0000-4288,
14 Arbitration 9/8/2020
- 15 28. *Hernandez v. Terminix International*, AAA Case No. 01-18-0000-4288,
16 Deposition 8/12/2020
- 17 29. *Martinez v. AA Meat Products*, Los Angeles Superior Court Case No. BC650944,
18 Deposition 6/25/2020
- 19 30. *Shi v. J. Filippi Vintage Company*, San Bernardino Superior Court Case No.
20 CIVDS1806156, Trial 3/9/2020
- 21 31. *Rosales v. Staples Contract and Commercial*, Los Angeles Superior Court
22 Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
- 23 32. *Anderson v. Safe Streets*, AAA Case No. 01-18-0004-3136, Arbitration
24 11/19/2019
- 25 33. *Anderson v. Safe Streets*, AAA Case No. 01-18-0004-3136, Deposition
26 10/30/2019
- 27 34. *Kelly v. High Desert Support Services*, San Bernardino Superior Court Case No.
28 CIVDS1616463, Trial 10/1/2019
35. *Kelly v. High Desert Support Services*, San Bernardino Superior Court Case No.
CIVDS1616463, Deposition 9/9/2019

1 36. *Reed & Moore v. Aramark Uniform Services*, Alameda Superior Court Case No.
2 RG168322314, Deposition 8/9/2019

3 37. *Gamboa v. Nelson Miller*, Los Angeles Superior Court Case No. BC658201,
4 Deposition 4/2/2019

5 38. *Leyva v. SCPMG*, Los Angeles Superior Court Case No. BC621718, Deposition
6 7/26/2018

7 39. *Emard et al. v. Twin Cities Community Hospital*, AAA Case No. 01-17-0000-
8 1313, Arbitration 7/19/2018

9 40. *McConville v. Renzenberger*, Central District of California Western Division Case
10 No. 17-cv-02972-FMO-JC, Deposition 2/1/2018

11 41. *Galeano v. Royal Laundry*, San Mateo Superior Court Case No. CIV534888,
12 Deposition 10/12/2017

13 5. I was retained by Counsel for Plaintiff in the matter *Pedro Luciano v. GS*
14 *Operating*, Alameda County Superior Court Case No. 24CV081724, to assist in evaluating the
15 alleged wage and hour claims based upon putative class member data in preparation for a
16 mediation that occurred in July 2025.

17 ***Sample Size and Extrapolation***

18 6. Based on information from Counsel for Plaintiff and the data provided to me, I
19 understand that complete data was provided for the putative class of approximately 84
20 individuals (at the time of the data production). I also understand that the putative class size
21 increased to around 96 individuals by the end of the putative class period. Receiving and
22 analyzing complete data for all individuals as of a particular date, as was done in this matter, is
23 typical in my experience considering the size of the total population.

24 7. When we consider the potential complete population of putative class members,
25 we were provided with data for approximately 87.5% of employees. The margin of error of a
26 sample this large based on a 95% confidence level is approximately 3.8%, which is lower than
27 the 5% typically sought after in sampling. In addition, the margin of error of a sample this large
28 based on a 99% confidence level is only 4.99%, right at the typical 5% sought after, though there
is no predetermined sample size or margin of error that unequivocally determines validity. As

1 stated by professor and statistician David Freedman regarding sample size: “There is no
2 definitive statistical answer to this familiar question. Bigger samples have less sampling error.
3 On the other hand, smaller samples may be easier to manage, and have less non-sampling error.
4 Bigger samples are more expensive than smaller ones: generally, resource constraints will
5 determine the sample size.”¹

6 8. I may be asked to develop additional analyses, observations, and queries in
7 connection with any data Counsel for Plaintiff provide after the date this declaration is signed. At
8 that time, if appropriate, I will prepare a supplement to this declaration.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct this 5th day of September 2025 at Los Angeles, California.

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12 _____
13 Jarrett Gorlick
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26 ¹ D.A. Freedman. “Sampling” In the *Encyclopedia of Social Science Research Methods*. Sage
27 Publications (2004) Vol. 3 pp. 986-990, M. Lewis-Beck, A. Bryman, and T.F. Liao, eds.

EXHIBIT A



Professional Experience

Berger Consulting Group

2016-PRESENT

Partner

- Create quantitative models and conduct quantitative analyses to assist attorneys prepare for various stages of litigation on more than 3,000 wage and hour lawsuits since 2016
- Analyze data from various industries including retail, healthcare, logistics, finance, hospitality, technology, and manufacturing for both single plaintiff cases and classes with more than 40,000 employees
- Perform data conversion using multiple commercial Optical Character Recognition (OCR) software to transform small to large volumes of documents and image files into Excel or other data formats like Microsoft Access databases
- Recognize patterns within data and automate calculations in order to objectively extract results from datasets
- Produce detailed reports, write case analysis summaries explaining results, and provide expert testimony of my findings

LPL Financial

2013-2017

Operations Manager

- Analyzed revenue data and created models to segment client base by revenue, Asset Under Management (AUM), and growth potential, facilitating annual AUM growth
- Developed the processes of repeatable, systematic investment research, securities trading, cash and client account management
- Implemented robust financial software, advancing data analysis and enhancing client recommendations via comprehensive financial plans

UCSB Extension

2016-2018

Instructor of Investment Analysis and Strategic Business Development

- Designed course curricula and materials to facilitate business development and corporate finance education commensurate with the University of California
- Utilized group projects, exams, and both academic and professional experience-based learning to ensure students with varying levels of professional and academic experience attained valuable skills and knowledge

Professional Credentials

- CERTIFIED FINANCIAL PLANNER™

Education

UCSB

2013

Bachelor of Arts (Honors Program; Double Major; Cumulative GPA: 3.83)

- *Economics (Major GPA: 3.95), Psychology (Major GPA: 3.69)*
- *Honors: Outstanding Scholastic Achievement in Economics for highest GPA in department, High Honors in College of Letters and Sciences, Dean's Honors List (8 quarters), United States Bowling Congress Scholarship*

Additional

- *Computer Skills:* Excel/VBA/Pivot, Python/R, STATA/SPSS, SQL, Access, Omnipage PDF Converter, ABBYY FineReader, Adobe Acrobat Pro
- *Volunteer Work:* Support Partners In Education, Santa Barbara Community Environmental Council, Casa Esperanza homeless shelter, UCSB Alumni Association, various UCSB Research Colloquia

Testimony

Berger Consulting Group

1. Rodriguez v Dynamic Auto Images, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. Cruz v Talent Scale, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. Liggins v GMRI, Los Angeles County Superior Court Case No. BC717321, Deposition 3/31/2022
4. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 1/6/2022
5. Cruz v Dignity Health, Sacramento County Superior Court Case No. 34-2018-00245506, Deposition 11/23/2021
6. Larson v Mark Twain Medical Center, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. Powell v St Joseph's Medical Center, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. Johnson v Bakersfield Memorial Hospital, Kern County Superior Court Case No. BCV-19-102016, Deposition 10/25/2021
9. Dawson v GoHealth, San Francisco County Superior Court Case No. CGC-19-577790, Deposition 10/21/2021
10. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 9/9/2021
12. Haaverson v Tavistock Freebirds, Alameda County Superior Court Case No. RG19030716, Trial 8/19/2021
13. Escamilla v Ono Hawaiian BBQ, Los Angeles County Superior Court Case No. BC651992, Deposition 8/16/2021
14. Nash v Horizon Freight Systems, United States Northern District of California Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. Harris v Villa Del Rio, Los Angeles County Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. Morgan v Rohr, United States Southern District of California Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Trial 5/17/2021
18. Anderson v Safe Streets, United States Eastern District of California Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. Christensen v Carter's Retail, United States Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Deposition 3/26/2021
21. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 3/3/2021
22. McCarty v SMG, United States Northern District of California Case No. 3:17-cv-06232-JD, Deposition 2/4/2021
23. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Arbitration 12/4/2020
24. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Deposition 11/24/2020
25. Zarate v La Pizza Loca, Los Angeles County Superior Court Case No. BC642655, Deposition 10/2/2020
26. Southern California Pizza Wage and Hour Cases, Orange County Superior Court Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
27. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Arbitration 9/8/2020
28. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Deposition 8/12/2020
29. Martinez v AA Meat Products, Los Angeles County Superior Court Case No. BC650944, Deposition 6/25/2020
30. Shi v J Filippi Vintage Company, San Bernardino County Superior Court Case No. CIVDS1806156, Trial 3/9/2020
31. Rosales v Staples Contract and Commercial, Los Angeles County Superior Court Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
32. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Arbitration, 11/19/2019
33. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Deposition 10/30/2019

34. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Trial 10/1/2019
35. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Deposition 9/9/2019
36. Reed & Moore v Aramark Uniform Services, Alameda County Superior Court Case No. RG16832314, Deposition 8/9/2019
37. Gamboa v Nelson Miller, Los Angeles County Superior Court Case No. BC658201, Deposition 4/2/2019
38. Leyva v SCPMG, Los Angeles County Superior Court Case No. BC621718, Deposition 7/26/2018
39. Emard v Twin Cities Community Hospital, AAA Case No. 01-17-0000-1313, Arbitration 7/19/2018
40. McConville v Renzenberger, United States Central District of California Case No. 17-cv-02972-FMO-JC, Deposition 2/1/2018
41. Galeano v Royal Laundry, San Mateo County Superior Court Case No. CIV534888, Deposition 10/12/2017

EXHIBIT 4