D.LAW, INC.
Roman Shkodnik (SBN 285152)
Jean Hopkins Power (SBN 326509)
Enoch J. Kim (264116)
Marta Manus (260132)
250 N. Madison Ave., 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
Emails: r.shkodnik@d.law, j.power@d.law
e.kim@d.law, m.manus@d.law

Attorneys for Plaintiff KIMBERLY JIMENEZ,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

KIMBERLY JIMENEZ, on behalf of herself and others similarly situated, Plaintiff, vs. QUADIENT, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	CLASS ACTION Case No. 30-2024-01408972-CU-OE-CXC Judge: Hon. David A. Hoffer Department: CX103 **DECLARATION OF MARTA MANUS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT** *[filed concurrently with Plaintiff's Notice of Motion and Motion; Memorandum of Points and Authorities; Declaration of Kimberly Jimenez; and [Proposed] Order]* Date: November 30, 2026 Time: 1:30 p.m. Dept.: CX103 **Reservation Number: 74972415**

DECLARATION OF MARTA MANUS

I, Marta Manus, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California, and the Ninth Circuit Court of Appeals. I am a senior attorney at D.Law, Inc., counsel for Plaintiff KIMBERLY JIMENEZ ("Plaintiff") on behalf of herself and similarly situated employees of Defendant QUADIENT, INC. ("Defendant" collectively with Plaintiff, "the Parties"). I and my firm are referred to herein as Class Counsel. I have personal knowledge of the facts herein and if called as a witness, I could and would competently testify.

2. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of the Motion for Preliminary Approval, filed by Plaintiff, on behalf of herself and other similarly situated employees of Defendant, and without opposition from Defendant, for preliminary approval of the Parties' Class Action and Private Attorneys General Act of 2004 ("PAGA") Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement"), a true and correct copy of which is attached hereto as **Exhibit 1.**

QUALIFICATIONS AND ADEQUACY OF CLASS COUNSEL

3. D.Law (formerly known as Davtyan 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 plaintiff's counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

4. 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.

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

MCV074787), *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara, 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San Bernardino, CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc.* (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

6. I am a 2008 California Western School of Law graduate and was admitted to the California State Bar in December 2008. Since graduating from law school, I have dedicated my entire career to litigating employment class actions and PAGA representative actions. I have litigated and settled hundreds of class actions and PAGA representative actions and have obtained numerous six and seven figure settlements.

7. For purposes of this motion, the "Class" or "Class Members" consist of all current and former non-exempt hourly employees of QUADIENT, INC., in the state of California employed

during the Class Period. The Class Period is defined as June 21, 2020, through August 31, 2025. I do not believe that I have any conflicts of interest with the Class or with the Class Representative. I am not related to the Class Representative. I have not previously represented Defendants in any matter. I respectfully submit that I, and D.Law, Inc. are well suited to act as Class Counsel in this action, and we have and will continue to vigorously represent the interests of the Class Members.

PROCEDURAL HISTORY

8. On June 21, 2024, Plaintiff Kimberly Jimenez commenced a Class Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code §§ 226(a) and 226.2; (6) Violation of Labor Code § 204; (7) Violation of Labor Code § 203; (8) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (9) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (10) Violation of Business & Professions Code 17200 *et seq*.

9. On Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the Labor Workforce Development Agency ("LWDA") by sending the PAGA Notice on June 21, 2024 (LWDA-CM-1035796-24). The LWDA did not express an interest in investigating Plaintiff's claims within the 65-day period. Therefore, on August 27, 2024, Plaintiff filed a First Amended Complaint ("FAC") including an eleventh cause of action for penalties pursuant to Labor Code § 2698, *et seq*.

INVESTIGATION AND DISCOVERY

10. Before filing the lawsuit, Class Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between Class Counsel and Plaintiff Kimberly Jimenez, as well as preliminary research into the various legal issues involved in the case. After conducting their initial investigation, Class Counsel determined that Plaintiff Kimberly Jimenez's claims were well-suited for class and representative action adjudication owing to what appeared to be a common course of conduct affecting a similarly situated group of employees.

11. After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including: (1) conducting informal discovery, and meeting and conferring with defense counsel about same; (2) reviewing and analyzing a sampling of time and pay records as well as employment handbook which included relevant meal and rest break policies, and Plaintiff's personnel files; (3) researching the applicable law and potential defenses; (4) constructing damage models based on interpretations of California law; and (5) reviewing information provided by Defendant at the mediation. Class Counsel's expert also confirmed that the sample provided by Defendant was reasonable and sufficient to analyze to allow Class Counsel to fairly evaluate the strengths of the case and the risks associated with ongoing litigation. The Class enumerated in this action is ascertainable because the Class Members may be readily identified by reference to Defendant's records that will be provided to the administrator for purposes of settlement. Defendant has agreed to share the information from these records with the Class Action Administrator in order to identify and contact the Class Members. I understand there are approximately 246 total Class Members.

12. Defendant, for their part, vigorously contested liability, the amount of claimed damages, and the propriety of class certification. After Class Counsel analyzed the relevant documents and other gathered data, Class Counsel believed that this case was appropriate for resolution via mediation. Given the high level of risk present for both sides, the Parties elected to mediate Plaintiff's claims and explore the possibility of settlement.

13. On July 23, 2025, the Parties mediated this case with the Gail Glick, a respected and highly experienced mediator in wage and hour class actions. During mediation, Plaintiff's and Defendant's counsel discussed all aspects of the case, including the risks of litigation and the risks to both Parties of proceeding with a motion for class certification as well as the law relating to off-the-clock work, meal and rest breaks, reimbursement of business expenses, and wage statements. The Parties agreed to settle the lawsuit according to the terms set forth in the Settlement Agreement.

14. From Class Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and Class Counsel's own prior litigation experience,

Class Counsel believes that the recovery for each class member is fair and reasonable taking into consideration the amounts received in other wage and hour class actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Class Member's claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating class actions and wage and hour cases, the Settlement Agreement was the product of a non-collusive settlement process in which the Parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

SUMMARY OF SETTLEMENT

15. The Parties have executed a Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement") attached hereto and incorporated herein as Exhibit 1. Defendants have agreed to pay $505,000 ("Gross Settlement Amount") on a non-reversionary basis to settle and release all claims asserted by Plaintiff in the operative complaint on behalf of the proposed Class. Defendant will pay its employer-side payroll tax obligations on the Wage Portion of the Individual Class Payments in addition to the Gross Settlement Amount. (Ex. 1, ¶ 13.)

16. The Settlement Agreement defines the "Class" or "Class Member(s)" or "Settlement Class" as all hourly, non-exempt employees who work/worked for Defendants in California during the class release and PAGA release periods. (Ex. 1, ¶ 5.) "Class Period" means the period from June 21, 2020, through August 31, 2025. (Ex. 1, ¶ 7.)

17. The "Net Settlement Fund" shall be the Gross Settlement Amount, less the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement amount, and Settlement Administration Costs. (Ex. 1, ¶ 15.) These amounts are detailed as follows:

- Class Counsel Attorneys' Fees and Costs of not more than One Hundred and Sixty Eight Thousand Three Hundred and Thirty Three Dollars ($168,333) and up to Twenty-Five Thousand Dollars ($25,000) in litigation costs; (Ex. 1, ¶ 2);
- Settlement Administration Costs of not more than Seven Thousand Four Hundred and Ninety Dollars ($7,490) to the Settlement Administrator (Ex. 1, ¶ 29); (Declaration of

Kimberly Sutherland on behalf of Apex, at ¶ 7, **Exhibit 2** hereto);

- Class Representative Enhancement Payment of not more than Seven Thousand Five Hundred Dollars ($7,500); (Ex. 1, ¶ 8);
- PAGA Penalties in the amount of Fifty Thousand Dollars ($50,000) for civil penalties under PAGA, with 65% ($32,500) will be paid to the LWDA and 35% ($17,500) will be included in the Net Settlement Amount and distributed to PAGA Members); (Ex. 1, ¶¶ 17, 19).

18. The Individual Settlement Award, which is each Class Member's share of the Net Settlement Amount, will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked by all Class Members during the Class Period. (Ex. 1, ¶ 40(a).). Using a straight average and assuming they worked throughout the Class Period, Plaintiff estimates that each Class Member will receive an average of $1,104.38 (estimated Net Settlement Amount of $271,677 divided by 246 class members) for their Individual Settlement Payment for the class portion of the Settlement.

19. The settlement amount was a compromise figure, factoring in the inherent risks related to certification, liability and damages. However, taking into account all of the circumstances of the action and the defenses raised by Defendants against certification, liability and damages, Class Counsel believes that the settlement is fair and reasonable.

20. Class Members shall each receive a "Notice of Class Action Settlement" or "Notice Packet" via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. (Ex. 1 ¶¶ 44, 46, Ex. A thereto,) Before mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. (Ex. 1, ¶ 45.) If a new address is obtained by way of a returned Notice Packet, then the Settlement Administrator will promptly forward the original Notice Packet to the updated address via first-class regular U.S. mail, indicating on the original packet the date of such re-mailing. (*Id.*)

21. Class Members will have an opportunity to dispute the information provided in their Notices of Class Action Settlement and they must timely produce evidence to support the

information is inaccurate. (Ex. 1, ¶ 47.) The Settlement Administrator shall contact the Parties regarding the dispute, and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline and will be decided by the Settlement Administrator within ten (10) business days after the Response Deadline. (Ex. 1, ¶ 47.)

22. Class Members wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline (Ex. 1, ¶ 49.) The postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will provide the data and counts of any exclusion requests but will not provide Class Member identity or contact information to Class Counsel. (Ex. 1, ¶ 49.)

23. Class Members will also have the opportunity to object to the Settlement Agreement. A Class member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline or appear in person at the Final Approval Hearing. (Ex. 1, ¶ 55, Ex. A thereto.)

THE STRENGTH OF PLAINTIFF'S CASE

IN LIGHT OF THE SETTLEMENT AMOUNT

24. Because the class consists of numerous employees, it was unlikely that the potential monetary claims of individual Class Members would have proved viable without the class-action mechanism. The Settlement Agreement should be approved in light of two California appellate decisions: *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

25. The strength of the Plaintiff's case in light of the settlement amount is deemed by courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiff alleges that Defendant failed to pay minimum wages and overtime, failed to provide meal and rest breaks, failed to provide reimbursement of business expenses, failed to provide accurate wage statements, and failed to pay all wages upon termination, all in violation of California law. Plaintiff seeks related violations of California's Business & Professions Code, penalties pursuant to Labor Code § 2699 *et seq*. The

merits of each of these claims will be addressed separately below.

26. Based on the data provided for mediation, Class Counsel estimated Defendant's exposure on the primary claims in this case as follows: unpaid wages claim at $777,194 (discounted by 75% to $194,298.50); unpaid overtime wages claim (miscalculation of regular rate) at $16,925; meal period claim at $183,101 (discounted by 50% to $91,550.50; rest period claim at $2,638,634 (discounted by 80% to $527,726.80); wage statement claim at $429,700 (discounted by 75% to $101,425); waiting time penalties at $604,746 (discounted by 75% to $151,186.50); unreimbursed business expenses at $258,089 (discounted by 50% to $129,044.50); and underpaid meal premium and sick leave claim at $18,726. With these discounts applied, the total damages exposure amounts to approximately $1,230,882.80. PAGA penalties were calculated at $435,500, bringing the maximum total estimated exposure to $1,66,382.80. Each claim is addressed below.

Unpaid Wages

27. Plaintiff alleged that Defendant failed to pay Plaintiff and other Class Members minimum wages and overtime for all hours worked. Plaintiff contended that she and other Class Members were not paid proper overtime and minimum wages. Specifically, Plaintiff alleged that Plaintiff and other Class Members were required to respond to work-related text messages and review emails before clocking in and after clocking out. Plaintiff and Class Members also allegedly worked off-the-clock during their meal periods. Lastly, Plaintiff alleged that Plaintiff and Class Members were not paid at the correctly calculated overtime rate for all their overtime hours worked due to Defendant's miscalculation of the regular rate by failing to account for bonus wages and other forms of remuneration in the regular rate used to calculate overtime payments.

28. Defendant contends that it paid for all reported hours worked, that Class Members were trained to record all hours worked, and that they paid proper minimum wages. Additionally, Defendant also maintained that the allegations regarding failure to pay wages for hours worked in excess of eight hours in a day did not constitute a basis for violation of Labor Code § 510. Furthermore, Defendant argued that given their written policies and practices, any unrecorded

hours were likely subject to individualized inquiry and unlikely to be certified.

29. Class Counsel estimated Defendant's exposure on the unpaid wages claims to be approximately $777,194 (based on 10 minutes of off the clock work per shift and assuming 87.7% of off the clock hours attributable to overtime). However, given Defendant's defenses and the potential hurdles facing certification of this claim, Class Counsel applied a 75% discount to this claim making for an adjusted realistic exposure of $194,298.50.

30. Class Counsel estimated Defendant's exposure on underpaid overtime wage due to the miscalculation of the regular rate claim to be approximately $16,925. This claim was not discounted.

Meal Periods and Rest Breaks

31. Plaintiff alleged that Defendant consistently failed to provide timely and uninterrupted meal breaks to Class Members. *See Brinker Restaurant Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1040 ("[T]he wage order's meal period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period.").

32. Plaintiff argued that Defendant had a common practice and policy of denying compliant meal periods. Specifically, Plaintiff and Class Members regularly took their meal periods after the fifth hour of work, and their meal periods were often shorter than thirty (30) minutes in length due to work-related interruptions.

33. For each meal period missed, of less than 30 minutes, or taken late for which the employee was not provided a reasonable opportunity to take a complete and timely meal period, an employer must pay the employee an additional one hour of compensation. Labor Code § 226.7. This additional hour of compensation is referred to as "premium pay." To comply with these laws, every employer must keep, for each employee, accurate time records showing when the employee begins and ends each work period and takes his or her meal periods. *See* Wage Order 9-2001(7)(A)(3).

34. Defendant disagreed with Class Counsel's interpretation of the law and facts. Defendant argued that in practice all employees were authorized and did in fact take timely

uninterrupted meal breaks. Defendant also argued that their written policies were valid, disseminated to all Class Members, and provided Class Members with 30-minute unpaid meal breaks. Defendant contended that Class Members were given a reasonable opportunity to take their meal periods, and in fact received their meal periods most of the time.

35. Class Counsel estimated Defendant's maximum total exposure on the meal break claim at approximately $183,101 (excluding interest), based on an analysis of meal period records and an offset of $11,000 for meal premiums paid. Class Counsel believes this estimate is high given Defendants' defenses and potential hurdles facing certification of this claim and thus provided an 50% discount making Defendant's adjusted realistic exposure $91,550.50.

36. The same argument applied to rest breaks. Plaintiff contended that Defendant did not provide Class Members with paid 10-minute rest breaks for every four hours or major fraction thereof. Class Members consistently worked in excess of consecutive four-hour shifts and were entitled to paid rest breaks of not less than ten minutes for each consecutive four-hour shift which they were denied. Class Members received rest breaks of less than ten minutes and were not permitted to leave the premises during their rest periods, or they would face reprimand resulting in on-duty rest periods.

37. Defendant maintained that it did provide the reasonable opportunity for Class Members to take duty-free rest breaks. Defendant also pointed out that, unlike meal periods, rest breaks need not be recorded. As these considerations would likely depress the damages *vel non* ultimately awarded, Class Counsel applied significant and appropriate discounts to the rest-break claim.

38. Class estimated Defendant's maximum total exposure on the rest break claim at approximately $2,638,634 (assuming 100% violation rate for shifts of at least 3.5 hours – total of 101,275 shifts). However, Class Counsel believes this estimate is high given the difficulty of proving rest break violations at trial and the potential hurdles facing certification of this claim difficult to achieve and thus applied an 80% discount making Defendant's realistic exposure more likely to be $527,726.80. Owing to the arguments above and the fact that recording of rest periods is not required, this claim was substantially discounted and was not a major driver of exposure in

this case.

39. Plaintiff also contended that Defendant failed to properly compensate Class Members' meal period premiums and sick pay at the correct regular rate based on bonuses paid. Based on payroll data provided for mediation, Plaintiff's expert calculated the total estimated exposure on this claim at $18,726 ($933 for meal premiums and $17,793 for sick pay).

Wage Statement Violations

40. Plaintiff also contended that Defendant failed to provide Class Members with accurate, itemized wage statements in writing as required by California Labor Code § 226(a) because of the systematic underpaying of Employees due to the off-the-clock work which Defendants knew or reasonably should have known were owed to Plaintiff and Class Members. As a direct and proximate cause of Defendant's violation of Labor Code § 226(a), the Class Members suffered injuries, including among other things confusion over whether they received all wages owed them. Pursuant to Labor Code §§ 226(a) and 226(e), employees are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

41. Defendant contended that Plaintiff's claim for further Labor Code § 226(e) penalties would depend in large part on her underlying wage claims and thus be subject to the same defenses. Defendant further contended that wage claim violations, even if established, could not be the predicate for a Labor Code § 226 wage statement claims. *See, e.g. Culley v. Lincare Inc.* (E.D. Cal. 2017) 236 F.Supp.3d 1184, 1195-96; *Soto v. Motel 6 Operating, L.P.* (2016) 4 Cal.App.5th 385, 392-393 (noting wage statement need only document compensation actually received and the hours used to calculate that compensation). Finally, because the damages for this cause of action are penalties, the statute of limitations only runs from one year prior to the filing of the original complaint. *See* Cal. Civ. Pro. § 340.

42. Class Counsel estimated Defendant's maximum total exposure on the section 226 claim at approximately $429,700 ($50/$100 x. 4,355 pay periods). Class Counsel believes it may be

difficult to prevail on this claim because Class Members would need to show that they suffered an injury and that Defendant's noncompliance was knowing and intentional (on top of the challenges described above with the underlying wage and break claims) which are both subject to individualized issues making certification of this claim difficult to achieve. Thus, Class Counsel provided a 75% discount making the adjusted estimated exposure $101,425.

Failure to Pay Final Wages

43. In failing to pay the California Class Members their minimum wages, overtime wages, all discussed above, Defendant willfully failed to pay the California Class Members all wages due and certain at the time of termination or within seventy-two (72) hours of resignation, as required under Labor Code § 203.

44. Labor Code § 203 provides that if an employer willfully fails to pay an employee all wages due at termination or within 72 hours of resignation, then that employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the date they were due. Because Class Members stopped working for Defendant but again were not paid their full compensation for the reasons discussed above, Class Members did not receive all wages due upon termination of employment.

45. Defendant argued that, under Labor Code § 203, employers are only obligated to pay waiting-time penalties if they "willfully" fail to pay wages due and owing at the time of termination or resignation. As Title 8, California Code of Regulations, § 13520 states:

> A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due. However, a good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203.
>
> A "good faith dispute" that any wages are due occurs when an employer presents a defense, based in law or fact, which, if successful, would preclude any recovery on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist. Defenses presented which, under all the circumstances, are unsupported by any evidence, are unreasonable, or are presented in bad faith, will preclude a finding of a "good faith dispute."

Defendant maintained that because they had viable defenses in both law and fact, especially in light of the *Brinker* holding, that waiting-time penalties could not be awarded and, in any case,

such penalties were subject to a three-year limitations period under Labor Code § 203(b).

46. Class Counsel estimated Defendant's maximum total exposure on the section 203 claim at approximately $604,746 (106 terminated employees). Class Counsel believes it would be difficult to recover waiting time penalties given that Plaintiff would need to show willfulness on top of proving the underlying wage and break claims which are also potentially subject to individualized issues making certification of this claim difficult to achieve. Thus, Class Counsel provided a 75% discount making Defendant's adjusted realistic exposure $151,186.50.

Failure to Reimburse for Necessary Business Expenditures

47. Labor Code § 2802 provides that an employer must reimburse employees for all necessary expenditures incurred in the performance of their job duties. Plaintiff worked for Defendant and in the course of performing her job duties, incurred necessary business-related expenses, including, but not limited to cellular phone expenditures and home internet. Defendant maintained that Plaintiff and the Class members were not required to use their personal cellular phones on a regular basis during their scheduled shift. Defendant contended that many of the alleged expenses were not required or necessary to perform Class Members' job duties, that certain expenses were adequately reimbursed or otherwise covered by Defendant, and that individualized inquiries would be required to determine whether a particular expense was actually incurred, was necessary, and was not reimbursed. These defenses created meaningful risks as to certification, liability, and the amount of recoverable damages.

48. Class Counsel estimated unpaid business expenses in the amount of $25 per employee month for an estimated total exposure of approximately $258,089. In light of Defendant's factual and legal defenses, Class Counsel appropriately discounted this claim by 50% for an adjusted estimated exposure of $129,044.50.

PAGA Penalties

49. The Labor Code Private Attorneys General Act, Labor Code § 2699 *et seq*., allows Plaintiff to obtain civil penalties on behalf of herself and other Class Members for Defendant's violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties

are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), sixty-five (65) percent of the penalties recovered must be allocated to the Labor and Workforce Development Agency (LWDA), with the remaining thirty-five (35) percent allocated to the affected employees. The limitations period as for all penalties is one year prior to the filing of the complaint.

50. The provisions of the Labor Code potentially triggering PAGA penalties in this case include but are not limited to Labor Code §§ 203, 204, 226(a), 226.2, 226.7, 510, 512, and 1194, Defendant asserted that if PAGA penalties were mandatory, an employer's PAGA liability would be huge because of the possibility of collecting multiple civil penalties for a single violation, and thus such penalties would almost always dwarf the damages available under the causes of action proper. However, PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See, e.g., Lopez v. Friant & Assocs., LLC*, 15 Cal. App. 5th 773, 788 (2017), *rev. denied* (2018), (recognizing court's ability to reduce PAGA penalties). Courts have held that situations similar to the current one (e.g. injuryless violations, technical errors, and substantial compliance) should lead to reductions in penalties. *See Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1134-1135 (2012) (holding that reduction was justified when employer "attempted to comply with the law"); *Fleming v. Covdien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S. Dist. LEXIS 154590 at *8-9 (C.D. Cal. August 12, 2011) (reducing PAGA penalties more than 80% – from $2.8 million to $500,000 – when "employees suffered no injury" employers were "not aware" of the violation and "took prompt steps to correct all violations once notified"). Defendant here maintained that it had a strong argument that it would be unjust to award maximum PAGA penalties.

51. Furthermore, PAGA penalties are also derivative of each and every other claim, and

Defendant therefore argued the PAGA claims would be subject to the same defenses as the underlying claims. Finally, under *Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157, it can be argued that penalties under PAGA could, at best, be awarded only at the rates obtainable for initial violations under the applicable statutes, because Defendant had never been notified of the alleged violations. *Id.* at 1208-1209. Moreover, Section 2699(e)(1) authorizes the Court to exercise the same discretion as the DLSE whether to award civil penalties. *Amaral* 163 Cal. App. 4th 1157, 1211-12. Therefore, if Labor Commissioner - on whose behalf Plaintiff is prosecuting this action for civil penalties - would not impose civil penalties in a case like this, the Court may not award civil penalties. Moreover, in *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1136, the Court of Appeal affirmed the trial court's reduction of PAGA civil penalties by 30 percent, finding that awarding the full penalties would have been "unjust" because "…a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Additionally, PAGA penalties for multiple Labor Code violations are "stacked," and plaintiff is entitled to recover penalties for multiple violations based on the same conduct. *Hernandez v. Towne Park, Ltd*., No. 12 Civ. 02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012) ("federal courts applying California law have concluded that stacking is appropriate"; defining "stacking" as multiple PAGA penalties assessed for the same pay period for different Labor Code violations). However, as discussed above PAGA provides that the Court "may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

52. Class Counsel estimated Defendant's maximum total exposure on the PAGA claim at approximately $435,500 ($100 x 4,355 PAGA pay periods). However, Class Counsel notes that owing to the discretionary nature of PAGA penalties and the foregoing case law it is unlikely the Court would award the full penalty and that it would be substantially reduced. Class Counsel applied discounts considering the countervailing arguments regarding the primary causes of

action, and moreover the Court's power to award "a lesser amount than the maximum civil liability." The parties also considered that the purpose of PAGA is to "achieve maximum compliance with state labor laws," *Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal. 4th 348, 379. This makes the Settlement's proposed PAGA payment of $50,000 is appropriate.

Unfair Business Practices

53. Plaintiff pleaded this cause of action in order to augment their other causes of action and aid in their prosecution. Business & Professions Code § 17208 extends the statute of limitations on Plaintiff's wage claims, which qualify as unfair business practices, to four years rather than the three years provided by statute. This cause of action is derivative of the other claims that have already been analyzed. Accordingly, the damages available under this cause of action have already been analyzed or are duplicative of damages discussed above.

Summary

54. The foregoing discussion has sought to explain how the settlement amount is adequate in light of the merits of Plaintiff's case. It has done this by explaining the legal basis for each of Plaintiff's causes of action, summarizing the evidence that Class Counsel gathered in support of those causes of action, and relating Defendant's legal and factual arguments that worked to derogate from the strength of Plaintiff's case.

55. Based upon the foregoing, this case had a reasonable value of approximately $1,230,882.80 for the underlying Labor Code claims. After considering the sharply disputed factual and legal issues involved in the lawsuit, the risks attending further prosecution, and the substantial benefits to be received under the compromise and settlement of the action, Class Counsel are of the opinion that settlement is in the best interests of the Class and is fair and reasonable. Accordingly, the Gross Settlement Amount of $505,000 represents approximately **41%** of the maximum potential value of the underlying Labor Code claims (valued at $1,230,882.80) and approximately 30% of the overall value including PAGA penalties (total case value of $1,666,382.80 ($1,230,882.80+ $435,500), which is a reasonable and fair result.

56. After analyzing and weighing the evidence discussed above as well as the legal issues, Class Counsel and Plaintiff concluded that the settlement of $505,000 represents a fair and

reasonable discount from the realistic recovery. The Settlement will allow the parties to 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 is a fair, reasonable, and adequate settlement for the claims at issue.

57. Under the Settlement, each of the approximately 246 Class Members will receive, using a straight average and assuming they worked throughout the Class Period, $1,104.38 (NSA of $271,677.00 /246 for their Individual Class Payment. Plaintiff feels that this Settlement is fair, reasonable, and advantageous to the class.

THE RISK, EXPENSE, AND LIKELY DURATION OF FURTHER LITIGATION, AS WELL AS THE RISK OF MAINTAINING CLASS ACTION STATUS THROUGH TRIAL

58. The next *Clark/Kullar* factors recognize that settlements take into consideration the risks and expenses posed by further litigation and, in the class-action context, the risk of non-certification. Consequently, it is proper that trial courts should keep these considerations in mind when judging the adequacy of class action settlements.

59. Further litigation of this case posed real risks for a number of reasons. First, there were the risks of unfavorable rulings on the merits of the various indeterminate legal issues outlined in the previous section. In that section, it was observed that almost every cause of action was subject to some unique indeterminacy of its own, and that the derivative causes of action were thus subject to a double indeterminacy, both their own and those of the causes of action on which they were based.

60. The Parties disputed the effect of these and other issues on class certification and decertification. Class Counsel maintained that there were several legal and factual questions at issue in the case that could best be decided on a class wide basis. Class Counsel contended that the same policies and practices applied to all Class Members and therefore common questions obtained and were likely to predominate over individual inquiries. Defendant disputed these contentions and insisted that the *Brinker* decision called into question the certifiability of cases such as this one. Defendant also argued that its policies were compliant with the law, while

Plaintiff disputed that the policies were unlawful, and argued the lawfulness of such policies would give rise to common questions amenable to certification. Thus, the Parties had set positions on the propriety of certifiability and liability that did not admit of an easy resolution.

61. Finally, it is always preferable to reach a relatively early resolution of a dispute because, in addition to what has already been said, such resolutions save time and money that would otherwise go to litigation. In light of the risk and expense of the lawsuit and proceeding to trial there was a need to resolve this matter soon than later. Most cases settle sooner or later. If this case settled after further litigation, the settlement amount would have taken into account the additional costs incurred, and there might have been less available for Class Members after all was said and done. This is not just an abstract contention. The Parties were moving into the phase of this litigation where they would have had to depose a number of people such as managers, supervisors, and employees in order to establish liability for trial. Discovery disputes would have been in the offing. The Parties were also aware that a class action trial would be a complicated and expensive proceeding, and then there was the likelihood of a long, drawn-out appeals process. In contrast, the settlement provides real benefits for Class Members in the immediate future. The benefits are not insignificant for anyone, especially given the current economic climate. Consequently, the risk and expense of further litigation outweighed any benefit that might have been gained otherwise.

NOTICE TO CLASS MEMBERS OF THE PROPOSED SETTLEMENT

62. It is premature to address this factor now, at the preliminary approval stage; however, some observations are in order. First, the notification procedure set out in the Settlement Agreement provides the greatest likelihood that each and every Class Member will receive the Notice of Class Action Settlement ("Notice" or "Notice Packet"), attached to the Settlement Agreement as **Exhibit A**. Under the Settlement Agreement, the Settlement Administrator will send the Notice to each Class Member via First Class U.S. mail. (Ex 1. 3, ¶ 46.) Before mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. (Ex. 1, ¶ 45.) If a new address is obtained by way of a returned Notice Packet, then the Settlement

Administrator will promptly forward the original Notice Packet to the updated address via first-class regular U.S. mail, indicating on the original packet the date of such re-mailing. (Ex. 1, ¶ 45.) Thus, most, if not all, Class Members will likely receive the Notice.

63. The Class Notice itself fully apprises Class Members of the nature of the lawsuit, the claims involved, the terms of the settlement, and their options thereunder. They provide for a specific procedure to seek exclusion from the Class, and for lodging objections to the settlement. The efforts taken to ensure that Class Members receive the Class Notice and are well informed about the settlement augur a favorable response rate.

64. All Class Members will benefit because defendants who have been sued are generally more likely to comply with the law in the future. If a Class Member disputes the number of workweeks stated for that Class Member in the Class Notice, the Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. (Ex. 1, ¶ 47.) Defendant's records will be presumed to be correct, but the Settlement Administrator shall contact the Parties regarding the dispute, without divulging the Class Member identity or contact information to Class Counsel, and the Parties will work in good faith to resolve it. *Id*.

CONCLUSION OF THE *CLARK/KULLAR* ANALYSIS

65. The foregoing discussion establishes the fairness of the class-action settlement in the instant case. It has done this by analyzing the settlement in light of the appellate decisions in *Clark* and *Kullar*. This analysis has concluded that the settlement is fair, reasonable, and adequate. Class Counsel conducted a thorough investigation of the subject wage-and-hour practices and engaged in non-collusive, arm's-length negotiations in order to reach a settlement. Defendant has agreed to pay fair value to settle Plaintiff's claims given the existence of legal uncertainty. From Class Counsel's substantial experience with wage-and-hour class action lawsuits Class Counsel believe that this case could not have settled on better terms under the circumstances. Request therefore is made that the settlement be granted preliminary approval so that those persons whom it was intended to benefit shall be afforded the opportunity to determine its adequacy.

/ / /

REQUEST FOR ATTORNEYS' FEES

66. Under the Settlement, Class Counsel also requests, without opposition from Defendant, an award of Attorneys' Fees and Costs consisting of: (1) no more than $168,333 and (2) $25,000 in litigation costs. (Ex. 1, ¶ 2.) This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do 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.

67. My firm took this case on a contingent-fee basis against a business represented by a reputable defense firm. When we take contingent cases, we must pay careful attention to the economics involved or one bad case can destroy years of work. Accordingly, when we take contingency cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of hours in a day is limited. Because of this, when we take on one particular matter, we are unable to take on other matters. When Class Counsel became involved in this case, we realized the time commitment that it would entail and we were forced to turn down matters that we otherwise should have been able to handle. In sum, this case claimed a significant portion of Class Counsel's time and attention throughout its pendency.

68. The requested fee is reasonable for the services provided to Class Members and for the benefits they are to receive. Indeed, even with a modest multiplier under the lodestar theory, *see Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997, Class Counsel's fees would still be justified. Class Counsel will more fully brief the Court on its lodestar in the motion for final approval.

ENHANCEMENT TO PLAINTIFF AS THE CLASS REPRESENTATIVE

69. Plaintiff herein is entitled to reasonable service payment for her efforts and initiative in bringing and helping to prosecute this action. Plaintiff spent a considerable amount of time better

apprising herself of her rights, deciding whether remedial action should be taken, how it should be taken, searching for attorneys, and finally contacting Class Counsel, who spent many hours with Plaintiff discussing the case and the law. In the end, Plaintiff decided to vindicate not only her own rights but also those of her co-workers by filing a class action lawsuit.

70. The courage it took to stand up to Defendant by filing and litigating this action in this way should not be underestimated. By suing Defendant, Plaintiff increased her risk of retaliation by prospective employers. Plaintiff's lawsuit has now required Defendant to expend considerable resources, and Plaintiff justifiably fears the fact that she served as class representatives in a wage and hour class action will not be lost on a prospective employer who has to choose between an applicant who has never sued a prior employer and one who has. Plaintiff contends this risk is particularly real in the information age, where employers can, more easily than ever, perform background checks of prospective employees, sometimes with the stroke of a key. It is common for employers to screen employee candidates to determine whether they have ever filed suit, and employee candidates who might be branded "litigious" are likely to be screened out of the process. In fact, an entire industry has developed for providing employers with background information on employee candidates.

71. But Plaintiff did not allow her fears of the potential repercussions of being class representatives to deter him from acting for the benefit of Class Members. To the contrary, Plaintiff has been intimately involved in this case since its inception. She has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation. Both before and after the filing of this lawsuit, Plaintiff conferred with Class Counsel on numerous occasions to discuss every aspect of her case. Plaintiff provided Class Counsel with information about Defendant and about the industry generally, reviewed documents, identified witnesses, consulted Class Counsel throughout the litigation repeatedly and at length, participated in the mediation process, monitored the progress of the litigation with Class Counsel, and reviewed and signed the Settlement Agreement. (See Declaration of Kimberly Jimenez in Support of Motion for Preliminary Approval, filed herewith).

72. Plaintiff has spent a significant amount of time with Class Counsel detailing her

knowledge of Defendant's practices and helping Class Counsel with the prosecution of this action. She has diligently, adequately, and fairly represented Class Members, and has not placed her interests above any member of the putative class. The payment to Plaintiff is intended to recognize her time and effort on behalf of the Class. The amount requested is fair and appropriate based on her contribution and involvement. For example, Plaintiff instigated the lawsuit by bringing these violations to the attention of Class Counsel. She spent several hours answering questions and providing information to Class Counsel throughout the pendency of this action. She identified witnesses, explained to Class Counsel day-to-day business practices of Defendant with regard to work schedules, etc. The Parties are in agreement that Plaintiff is entitled to an enhancement for her time and effort in this matter. This sort of payment to a class representative has been a common feature of settlements negotiated by Class Counsel and has been routinely approved by trial courts.

73. In light of the foregoing, Class Counsel believes that the service enhancement payment in the amount of $7,500 is fair and reasonable. This amount is a far cry from the $50,000 of enhancement awards to the two named plaintiffs approved by the trial court in *Clark. See Clark, supra*, 175 Cal.App.4th at 807. Although Class Counsel appreciate that the Court has a duty to ensure that class representatives are not overcompensated at the expense of the class, modest incentive awards in employment class actions, such as the one here, are necessary not only to compensate class representatives for the time they spend in the case, but also, and more importantly, to encourage aggrieved employees to challenge questionable employment practices notwithstanding the very real consequences they may face.

CRITERIA SATISFIED FOR CERTIFICATION OF SETTLEMENT CLASS

74. The proposed Classes satisfy the criteria for certification of a settlement class under California law, as embodied in California Code of Civil Procedure § 382. Defendants have agreed to the certification of the class for settlement purposes. In general, courts may take a proposed settlement into account in evaluating the propriety of class certification. *See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19. Indeed, a "lesser standard" of scrutiny applies in certifying classes for settlement purposes. *Ibid.* Therefore the Court should take into

consideration the fact that the parties have settled their claims and stipulated to certification for settlement purposes when assessing typicality and adequacy.

a. Numerosity. The putative classes are so numerous that joinder of all members is impractical. Class Members are all hourly, non-exempt employees who work/worked for Defendants in California during the class release and PAGA release periods. Documents and information exchanged between the parties reflect a class of approximately 246 Class Members. Thus, there are a sufficient number of Class Members to warrant certifying this as a class action for settlement purposes.

b. Ascertainability. The putative classes are defined in a manner that is precise, objective, and ascertainable. The Class Members are readily identifiable by reference to Defendant's payroll and personnel records.

c. Typicality. A class representative's claims are typical when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative class members, and if their claims rest on the same legal theories. The class representative's claims must be "typical" but not necessarily identical to the claims of other class members. It is sufficient that the representative is similarly situated so that he or she will have the motive to litigate on behalf of all Class Members. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 ("[I]t has never been the law in California that the class representative must have identical interests with the class members."). Thus, it is not necessary that the class representative should have personally incurred all of the damages suffered by each of the other class members. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 228.

Plaintiff's claims are typical of Class Members' claims because they arose from the same factual basis and are based on the same legal theories. Plaintiff was employed by Defendant during the Class Period subject to the allegedly unlawful meal and rest break policies and pay practices at issue in this litigation. Accordingly, Plaintiff is a member of the class. The central issues of this litigation (whether Defendant failed to pay all wages, whether Defendant failed to provide meal and rest periods, etc.), which would arise if this were an individual action brought

by Plaintiff, apply to the other Class Members as well, and the answer to these questions would determine Defendant's liability to the entire putative class. Thus, Plaintiff's claims are typical of the claims of the putative class. Accordingly, the typicality requirement is satisfied.

d. Adequacy. A class representative must possess the same interest and suffer the same injury as the class members. "To assure 'adequate' representation, the class representative's personal claim must not be inconsistent with the claims of other members of the class." *J.P. Morgan & Co., Inc. v. Sup.Ct. (Heliotrope General, Inc.)* (2003) 113 Cal.App.4th 195, 212. Thus, the adequacy requirement is satisfied when the class representative's interests are not antagonistic to those of the class. *McGhee v. Crocker-Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 451.

Plaintiff has no conflicts with the class and in fact her interests are aligned with those of the class. Because Plaintiff's claims are identical to those that would be asserted by the unnamed Class Members were they before the Court, Plaintiff has every interest in zealously representing the unnamed class members. Plaintiff has not shrunk from this responsibility. Indeed, Plaintiff has devoted a substantial amount of time and energy to litigating this action and effecting a settlement. Furthermore, as detailed above, Class Counsel are experienced in wage-and-hour litigation, especially class actions, and have zealously represented the interests of the class in litigating this case. *See infra* ¶¶ 3-7. Accordingly, the adequacy requirement is satisfied.

e. Commonality. Common questions of law or fact in this case predominate over individual questions. This action involves, *inter alia*, a determination about Defendant's alleged failure to pay minimum wages, failure to pay all wages due to allegedly common and unlawful policies, failure to provide meal and rest periods, the resulting failure to pay final wages when required, the failure to provide accurate paystubs, the failure to reimburse employees for necessary business expenditures, and largely derivative claims under the Business & Professions Code and PAGA. Plaintiff contends these practices, including the alleged failure to provide corresponding premium payments, that affected class members in the same way. All class members were employed during the Class Period. Therefore, the operative complaint delineates a common course of conduct applicable to all Class Members. Therefore, based on Class Counsel's investigation, the review of the discovery produced by Defendant, and their discussions with

Plaintiff, Plaintiff contends the evidence supports her position that the employment practices and policies of Defendant's business were consistent and uniform.

f. Predominance. Individualized issues do not predominate over the issues of law and fact that are common to the class as a whole. The principal issues of controversy are whether Class Members were paid for all hours worked and provided lawful meal breaks. As explained, *supra*, there are common issues of law and fact given that Plaintiff and all Class Members were subjected to the same policies and pay practices during the relevant time period. Plaintiff and Class Members seek meal and rest break premiums, unpaid wages and overtime, reimbursement of necessary business expenses, and penalties for work performed as non-exempt hourly employees for Defendant. These issues are suitable for common adjudication because all Class Members were subject to the same employment policies and Plaintiff contends the practices applied uniformly to all Class Members.

g. Superiority. Class resolution is superior to other available methods for the fair and efficient adjudication of the controversy. There is little interest or incentive for Class Members to individually control the prosecution of separate actions. Although the injury resulting from Defendant's policies and practices are real and significant, the cost of individually litigating each such case against Defendant would easily exceed the value of any relief that could be obtained by any one Class Member individually. If Class Members are forced to litigate their claims individually this would result in about 246 individual actions against Defendant. Here, the alternative methods of resolution are individual suits for relatively small amounts. Hence, an individual suit would prove uneconomical for potential plaintiffs because litigation costs would dwarf a potential recovery.

h. Except for Plaintiff's case before this Court, Plaintiff is unaware of any other actions by Class Members against Defendant asserting similar claims as here. Furthermore, Los Angeles County is a compelling forum for this action given that Defendant's location is in Los Angeles County and numerous Class Members work in this County.

i. There are no serious manageability difficulties presented by preliminarily approving the case for settlement purposes. As this case will not go to trial if finally approved, all

that would remain is claims administration and responding to possible objectors.

75. On the same date as filing this Motion, my office submitted the proposed Settlement to the LWDA. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmatory email my office received from the LWDA after submission of the Settlement.

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

Executed on October 1, 2026, at San Diego, California.



Marta Manus

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

KIMBERLY JIMENEZ, an individual, on behalf of herself and others similarly situated,

Plaintiff,

vs.

QUADIENT, INC., a Delaware corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01408972-CU-OE-CXC

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

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JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiff Kimberly Jimenez ("Plaintiff" or "Class Representative"), as an individual and on behalf of all others similarly situated, and Defendant Quadient, Inc. ("Defendant") (collectively with Plaintiff, the "Parties").

DEFINITIONS

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

1. "Action" means *Jimenez v. Quadient, Inc.*, No. 30-2024-01408972-CU-OE-CXC (Orange County Superior Court).

2. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys' fees not in excess of one-third (1/3) of the Gross Settlement Amount, or One Hundred Sixty-Eight Thousand Three Hundred Thirty Dollars ($168,333). The Attorneys' Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel's litigation and settlement of the Action, up to Twenty -Five Thousand Dollars ($25,000), subject to the Court's approval. The costs issued to class counsel shall be paid out of the GSA. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above. No greater than twenty percent (20%) of the GSA shall be attributable to wages.

3. "Class Counsel" means D.Law, Inc.

4. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator and Class Counsel within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class

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List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. "Class Member(s)" or "Settlement Class" means "all hourly, non-exempt employees who work/worked for Defendants in California during the class release and PAGA release periods." There were approximately 246 Class Members as of the date of mediation.

6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

7. "Class Period" means the period from June 21, 2020, through August 31, 2025.

8. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars ($7,500).

9. "Court" means the Orange County Superior Court.

10. "Defendant" means Defendant Quadient, Inc.

11. "Effective Date" means the date on which the following events have occurred: (a) this Settlement Agreement has been executed by all Parties and their counsel; (b) the Court has entered an order granting Preliminary Approval of the Settlement; (c) the Class Notice has been mailed to the Class Members, and the Response Deadline has passed; (d) the Court has entered a Judgment approving the Settlement; (e) the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Judgment; or (f) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (g) when any appeal, writ or other appellate proceeding has upheld the Court's Judgment with no right to pursue further remedies or relief.

12. "Final Approval" means the date on which the Court enters an order granting final

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approval of the Settlement Agreement.

13. "Gross Settlement Amount" means the Gross Settlement Amount of Five Hundred and Five Thousand Dollars ($505,000), to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

14. "Individual Settlement Payment" means each Participating Class Member's and PAGA Member's respective shares of the Net Settlement Fund and PAGA Fund.

15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendant.

16. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.

17. "PAGA Members" means all persons who were employed by Defendant in the State of California in non-exempt positions at any time during the PAGA Period.

18. "PAGA Period" means the period from June 21, 2023 through August 31, 2025.

19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to

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the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with Plaintiff's claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that One Hundred Thousand Dollars ($50,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Sixty-Five Percent (65%), or Thirty Two Thousand Five Hundred Dollars ($32,500), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and Twenty-Five Percent (35%), or Seventeen Thousand and Five Hundred Dollars ($17,500) ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

20. "Parties" means Plaintiff and Defendant collectively.

21. "Participating Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

22. "Plaintiff" means Plaintiff Kimberly Jimenez.

23. "Preliminary Approval" means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

24. "Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, known and unknown, contingent or accrued for, that were alleged or could have been alleged based on the facts and matters alleged in the First Amended Complaint and notice to the LWDA, including without limitation to, any and all claims for unreimbursed business expenses, alleged unpaid wages (including but not limited to overtime and minimum wages, and premiums), failure to provide meal periods and rest breaks and alleged unpaid meal period and rest break premiums, itemized wage statement penalties, sick pay, failure to maintain payroll records, waiting time penalties, failure to timely pay wages during employment, failure to maintain records, , or relief under Business & Professions Code (including Section 17200 *et seq.*) based on the preceding claims, and claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties (but not including PAGA penalties) based on the facts and matters alleged in the First Amended Complaint and notice to the LWDA.

25. "Released PAGA Claims" means all claims for civil penalties under PAGA that that

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were alleged or could have been alleged based on the facts and matters alleged in the First Amended Complaint and notice to the LWDA.

26. "Released Parties" means Defendant as well as its/their past or present officers, directors, shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, attorneys, and its/their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

27. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be postmarked on or before the Response Deadline.

28. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be sixty-five (65) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the sixty-fifth (65th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

29. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement Administration Costs are currently estimated to be Seven thousand four hundred and ninety dollars ($7,490).

30. "Settlement Administrator" means Apex Class Action Administration, or any other

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third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

31. "Workweeks" means the number of weeks a Class Member was actively employed and performed at least one day of work in a Workweek during the Class Period. Defendant's payroll records shall control, but Settlement Class Members will have the right to challenge their number of workweeks. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

32. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount ("GSA") of Five Hundred and Five Thousand Dollars ($505,000) into a Qualified Settlement Account to be established by the Settlement Administrator. The Defendant shall fund the GSA by paying $505,000 within 30 days after the court issues it's final approval order approving the motion for final approval of the settlement. Defendant will pay the employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the LWDA Payment; (c) the Class Representative Enhancement Payment; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and the employer's share of payroll taxes within thirty (30) calendar days of the Effective Date ("Funding Date").

33. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than One Hundred Sixty-Six Thousand Six Hundred Fifty Dollars ($168,333), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty - Five Thousand Dollars ($25,000), both of which will be paid from the Gross Settlement Amount.

34. Class Representative Enhancement Payment. In exchange for a general release, and in

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recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars ($7,500). The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court. Plaintiff will not release her individual claims as set forth in her EEOC Charge of Discrimination that is now pending against Defendant as part of this settlement. That is, Plaintiff's individual claims are "carved out" from this agreement.

35. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Seven thousand four hundred and ninety dollars ($7,490). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, calculating Defendant's payroll tax obligations, and providing necessary reports and declarations.

36. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of One Hundred Thousand Dollars ($50,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (65%), or Thirty Two Thousand Five Hundred Dollars ($32,500), of this sum will be paid to the LWDA and Twenty-Five Percent (35%), or Seventeen Thousand and Five Hundred Dollars ($17,500), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

37. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and

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all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

38. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

39. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

40. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

40(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of

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Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

40(b) Payments from the PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member during the PAGA Period and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. The entire PAGA Fund will be disbursed to all PAGA Members.

41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

42. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

43. Delivery of the Class List. Within fourteen (14) calendar days of the Court granting Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. The Settlement Administrator will keep the Class List strictly confidential and not divulge any Class Member identities or contact information to Class Counsel.

44. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving the Class

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List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

45. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

46. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

47. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be

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presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute, without divulging Class Member identity or contact information to Class Counsel, and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline and will be decided by the Settlement Administrator within ten (10) business days after the Response Deadline.

48. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his/her/their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will provide the data and counts of any exclusion requests but will not provide Class Member identity or contact information to Class Counsel.

50. Escalator. Defendant represents that Class Members worked approximately 22,650 Workweeks during the Class Period. If, on final calculation, the total number of workweeks is greater than 10% higher than 22,650 workweeks (i.e., greater than 24,915 workweeks), then the Gross Settlement Amount may, at Defendant's sole option: (1) be increased proportionally by the number of workweeks worked in excess of 24,915 workweeks, multiplied by the per workweek value, or (2) be cut off as of the date the workweeks reach 24,915. Class Counsel's attorney's fees may increase proportionately with the increased Gross Settlement Amount under this clause, if any.

51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid

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Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

52. Releases by Participating Class Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, successors and assigns, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

53. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, successors and assigns, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

54. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or more of Class Members opt out of the settlement. Defendant must exercise this right of rescission in writing to Class Counsel within twenty-one (21) calendar days after the Response Deadline. If the option to rescind is exercised, then Defendant will be solely responsible for all Settlement Administration Costs incurred to the date of rescission. In that event, neither Plaintiff nor Defendant may use this Agreement or the negotiations leading to this Settlement Agreement as evidence of the certifiability of the class, to establish liability, to prove damages, or to substantiate penalties, and the Parties will return to their respective pre-mediation positions without prejudice.

55. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any

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objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

56. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested. The Settlement Administrator will not provide Class Members' identities or contact information to Class Counsel.

57. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

58. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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Court and counsel for all Parties.

60. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

61. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for calculating and providing payroll the amount of taxes owed by Defendant at least thirty (30) days in advance of their being due, and is also responsible for forwarding all payroll taxes and penalties received from Defendant to the appropriate government authorities.

62. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS

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OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

65. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

66. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement , and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this

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Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval and will work in good faith with Defendant to finalize the documents necessary to obtain preliminary approval.

67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the LWDA Payment; (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

69. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE

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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.

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

71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

72. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

73. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

74. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,

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and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

75. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

76. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

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

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

79. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

80. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

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

82. No Public Comment: Prior to Preliminary Approval, the Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

83. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations

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between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

86. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

89. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 1/28/2026

Signed by:
81721CD829B348D...
Kimberly Jimenez

DEFENDANT

Dated: 02/01/26

DocuSigned by:
Denise McCarthy
30F657260FE6492...
Denise McCarthy
Quadient, Inc.

APPROVED AS TO FORM

D.LAW, INC.

Dated: January 28, 2026

By: _____
Roman Shkodnik
Jean Power

Attorneys for Plaintiff Kimberly Jimenez

FOX ROTHSCHILD LLP

Dated: 01/28/26

By: DocuSigned by:
Steven Gallagher
4480682E1A424D2...
Steven Gallagher

Attorneys for Quadient, Inc.

EXHIBIT A

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

Kimberly Jimenez v. Quadient, Inc.
Superior Court of California, County of Orange – Case No. 30-2024-01408972-CU-OE-CXC

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Quadient, Inc. ("Defendant" or "Quadient" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Quadient employee Kimberly Jimenez ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of current and former non-exempt employees ("Class Members") who worked for Defendant during the Class Period (June 21, 2020, through August 31, 2025) who did not sign a release or severance agreement during the Class Period ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for the State of California and all persons who were employed by Defendant in the State of California in non-exempt positions at any time during the PAGA Period (June 21, 2023 through August 31, 2025.) ("PAGA Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

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

The above estimates are based on Defendant's records showing that **you worked ____ workweeks** during the Class Period and **you worked ____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section V of this Notice.

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you have

two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written and signed Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an PAGA Member, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

I. SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **VII** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members, and the LWDA must give up its rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **VIII** of this Notice.
You Can Participate in the _____, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **IX** of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods **Written Challenges Must be Submitted by _____.**	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one calendar day during the Class Period and how many PAGA Pay Periods you worked at least one calendar day during the PAGA Period. The number Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section **V** of this Notice.
When is Your Deadline to Opt-Out of or Object to the Class Action Settlement?	You must submit your written and signed Request for Exclusion (to opt-out) or your written objection no later than 65 days after the Settlement Administrator mails this Notice to you or _____, (the "Response Deadline"). If your Notice is re-mailed to you because it was returned as undeliverable, you will have an additional 15 calendar days beyond the original 65-day deadline to submit your Request for Exclusion or objection.

II. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Quadient, Inc. employee. Plaintiff alleges that Defendant violated the

following California wage and hours laws: (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code §§ 226(a) and 226.2; (6) Violation of Labor Code § 204; (7) Violation of Labor Code § 203; (8) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (9) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; (10) Violation of Business & Professions Code 17200 *et seq*; (11) Penalties under PAGA Labor Code § 2698.

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator to resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims.

By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Defendant denies all liability or wrongdoing and contends that it made good faith efforts to comply with applicable state and federal wage and hour laws during the Class Period. Defendant agreed to resolve this matter to avoid the expense, burden, and uncertainty of continued litigation.

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

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

1. Defendant Will Pay $505,000 as the Gross Settlement Amount ("Gross Settlement"). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Payment, Class Counsel's attorney's fees and costs, the Settlement Administrator's costs, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

After the settlement is fully funded, the Settlement Administrator will mail checks for the Individual PAGA Payments, the LWDA Payment, the Settlement Administration Costs, Class Counsel's attorney's fees and costs, and the Class Representative Enhancement Payment.

The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

    A. Up to $168,333 (one-third of the Gross Settlement to Class Counsel for attorneys' fees) and up to $25,000 for reasonably incurred litigation costs, subject to court approval. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $7,500 as a Class Representative Enhancement Payment to Plaintiff for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Enhancement Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $7,490 to the Settlement Administrator for services administering the Settlement.

    D. Up to $25,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment, and 35% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

    Participating Class Members have the right to object to any of these deductions except the PAGA penalties. 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 Settlement Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

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

Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant 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 your check by the void date, it will be automatically canceled, and the money will be deposited with the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing by fax, email, or mail not later than _____ that you wish to opt-out. The easiest way to notify the Settlement Administrator is to send a written and **signed** Request for Exclusion by fax, email, or mail by the_____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Class Members who opt out (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

   You cannot opt-out of the PAGA Portion of the Settlement. Class Members who opt out of the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant Final Approval of the Settlement or not 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, and Defendant will not pay any money, and Class Members will not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, Apex Class Action Administration, (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.

   The Settlement Administrator's contact information is contained in **Section X** of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, 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 any other of the related Released Parties as defined in the Agreement for wages or damages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

   > Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, successors and assigns, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

10. Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), the LWDA, or any individual on behalf of the LWDA, will be barred from asserting PAGA claims against Defendant and other related Released Parties.

    The Released PAGA Claims is as follows:

    > Released PAGA Claims. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, successors and assigns, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

V. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement 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, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing $17,500 (35% of the PAGA Penalties) by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Members.

3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked

during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until _____, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. **Section X** of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

VI. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).

2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Members who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

   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 X of this Notice has the Settlement Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement to the Settlement Administrator by fax, email, or mail. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Kimberly Jimenez v. Quadient, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). **You must send your request to be excluded to the Settlement Administrator by _____, or it will be invalid.** Section **X** of the Notice has the Settlement Administrator's contact information.

VIII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding

whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Costs and Enhancement Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation costs; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section X of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website ____(url)____ or the Court's website https://www.occourts.org/online-services/case-access

A Participating Class Member who disagrees with any aspect of the Settlement or the Motion for Final Approval and/or Motion for Fees, Costs and Enhancement Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Settlement Administrator is** _____. Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Kimberly Jimenez v. Quadient, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section **X** of this Notice has the Settlement Administrator's contact information.

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

IX. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _____, at _____ a.m./p.m. in Department CX103 of the Orange Superior Court, located at 751 W Santa Ana Blvd. Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally or virtually via the Court's virtual appearance platform. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website (url)_____ beforehand or contact Class Counsel or Defense Counsel to verify the date and time of the Final Approval Hearing.

X. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the

Judgment or any other Settlement documents is to go to the Settlement Administrator's website at (url)_____.

You can also telephone or send an email to Class Counsel, Defense Counsel, or the Settlement Administrator using the contact information listed below or consult the Superior Court website by going to https://www.occourts.org/online-services/case-access entering the Case Number for the Action, Case No. 30-2024-01408972-CU-OE-CXC.

Class Counsel:	Settlement Administrator:	Defense Counsel:
D.Law, Inc. Roman Shkodnik r.shkodnik@d.law Jean Hopkins Power j.power@d.law Enoch J. Kim e.kim@d.law Marta Manus m.manus@d.law D.LAW, INC. 250 N. Madison Ave, 2nd Floor Pasadena, CA 91101 Tel.: (818) 962-6465	Apex Class Action Administration Settlement Administrators [Email Address] [Mailing Address] [Telephone] [Fax Number]	Steven Gallagher stevengallagher@foxrothschild.com 10250 Constellation Blvd, Ste 900 Los Angeles, CA 90067 Telephone: (424) 285-7096 Facsimile: (310) 556-9828

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

XI. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your Settlement check before cashing it, the Settlement 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 at ucpi.sco.ca.gov or (916) 445-5361 for instructions on how to retrieve the funds.

XII. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

D.LAW, INC.
Roman Shkodnik (SBN 285152)
Jean Hopkins Power (SBN 326509)
Enoch J. Kim (264116)
Marta Manus (260132)
250 N. Madison Ave., 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
Emailsl r.shkodnik@d.law, j.power@d.law
e.kim@d.law, m.manus@d.law

Attorneys for Plaintiff KIMBERLY JIMENEZ,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

KIMBERLY JIMENEZ, on behalf of herself and others similarly situated, Plaintiff, vs. QUADIENT, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	CLASS ACTION Case No. 30-2024-01408972-CU-OE-CXC Judge: Hon. David A. Hoffer Department: CX103 **DECLARATION OF KIMBERLY SUTHERLAND IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR AN ORDER (1) PRELIMINARILY APPROVING THE CLASS ACTION SETTLEMENT; (2) APPROVING NOTICE OF CLASS ACTION SETTLEMENT; AND (3) SETTING HEARING FOR FINAL APPROVAL** Date: November 30, 2026 Time: 1:30 p.m. Dept.: CX103 **Reservation Number: 74972415**

DECLARATION OF KIMBERLY SUTHERLAND

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

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

7. The administration fees for Apex Class Action's management of this settlement are calculated using a combination of per hour, per piece, and static rates, per person, and will not exceed $7,490.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing the specific administration services that will be provided.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed this 2nd day of September 2026, in Irvine, California.

Kimberly Sutherland

Kimberly Sutherland

EXHIBIT A

APEX
CLASS ACTION ADMINISTRATION

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.

APEX
CLASS ACTION ADMINISTRATION

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

APEX
CLASS ACTION ADMINISTRATION

Quotation Request:
Jean Power
D.LAW
j.power@d.law
818.962.6465

Case Name: Jimenez v. Quadient
Date: Thursday, September 18, 2025
RFP Number: 17830002

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	**246**
Certified Language Translation:	**Yes**
Static Settlement Website	**Yes**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	1	$125.00
Data Analyst	Per Hour	$150.00	2	$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$425.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	$120.00
Print & Mail Class Notice	Per Piece	$1.50	246	$369.00
USPS First Class Postage	Per Piece	$0.78	246	$191.88
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.00	49	$98.40
Receive and Process Undeliverable Mail	Per Hour	$75.00	1	$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	$75.00	1	$75.00
NCOA Address Update (USPS)	Static Rate	$50.00	1	$50.00
Certified Language Translation: Spanish	Static Rate	$1,200.00	1	$1,200.00
			Sub Total:	$2,179.28
Project Management				
Project Management	Per Hour	$150.00	2	$300.00
Project Coordinator	Per Hour	$90.00	2	$180.00
Data Analyst and Reporting	Per Hour	$140.00	1	$140.00
			Sub Total:	$620.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$60.64	1	$60.64
Settlement Website: Static Apex URL	Static Rate	$500.00	1	$500.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$560.64
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	$120.00	2	$240.00
Account Management and Reconciliation	Per Hour	$140.00	2	$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	$1.50	246	$369.00
USPS First Class Postage	Per Piece	$0.78	246	$191.88
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.00	25	$49.20
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	5	$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,250.00	1	$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$350.00	1	$350.00
			Sub Total:	$3,230.08
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: $7,490.00

Thank you for your business!

APEX
CLASS ACTION ADMINISTRATION

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, 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. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

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