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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

JULIE M. BARDELMEIER, an individual, on behalf of herself and others similarly situated, Plaintiff, vs. LAND OCEAN, INC., a California Corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: S-CV-0052963 CLASS ACTION Assigned for All Purposes To: Hon. Trisha J. Hirashima Department: 32 **DECLARATION OF ENOCH J. KIM IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT** Date: November 24, 2026 Time: 8:30 a.m. Dept.: 32 Original Complaint Filed: June 6, 2024 First Amended Complaint Filed: April 7, 2025 Trial Date: None Set

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare as follows:

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. I am Senior Counsel at D.LAW, INC. and counsel for plaintiff Julie M. Bardelmeier ("Plaintiff"), on behalf of herself and all other similarly situated employees of defendant Land Ocean, Inc. ("Defendant") ("Plaintiff and Defendant collectively referred to herein as "the Parties").

2. All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement Agreement ("Motion"). Unless otherwise defined herein, all capitalized terms in this Motion will be used as such terms are defined and used in the Settlement.

CASE HISTORY

3. On June 6, 2024, Plaintiff commenced a Class Action by filing a Complaint alleging twelve 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) Failure to Provide Suitable Seating, (4) Meal Period Liability Under Labor Code § 226.7, (5) Rest-Break Liability Under Labor Code § 226.7, (6) Violation of Labor Code § 226(a), (7) Violation of Labor Code § 221, (8) Violation of Labor Code § 204, (9) Violation of Labor Code § 203, (10) Violation of Labor Code § 245 and § 246, (11) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802, and (12) Violation of Business & Professions Code § 17200 *et seq*. (the "Action").

4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and California's Labor and Workforce Development Agency ("LWDA") by sending her PAGA Notice on June 4, 2024 (LWDA-CM-1032089-24). Plaintiff subsequently filed her First Amended Complaint, which adds a thirteenth cause of action for Penalties Under PAGA Labor Code § 2698, on April 7, 2025 ("Operative Complaint").

5. The Parties agreed to explore early resolution via mediation and engaged in informal discovery prior to mediation. After exchanging and reviewing informal discovery and participating

in mediation, the Parties reached a settlement. On May 7, 2026, this Court entered an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement ("Preliminary Approval Order").

6. The Settlement is the product of extensive arm's-length negotiations between the Parties. The Parties are represented by experienced class action attorneys. In order to reach the Settlement, the Parties debated and discussed many difficult legal and factual issues. Moreover, during the process, the Parties were required to make reasonable compromises in light of the facts, issues, and risks presented in this Action. Class Counsel considered the uncertainty and risks of further litigation, and the difficulties inherent in such litigation. Class Counsel also considered the burdens of proof necessary to establish liability against Defendant and Defendant's defenses, the length and complexity of the trial itself, and the risks of further delays and expenses arising from possible appeals. Defendant contends that the Class would not be able to establish its entitlement to the full extent of the relief it is seeking, and promised to mount a vigorous defense. On the other hand, Plaintiff believes that there is ample evidence to support the class allegations. Assessment of all of these factors indicated that the best interests of Class Members would be served by a settlement of this Action in the manner and upon the terms set forth in the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement").

7. To reiterate, under the terms of the proposed Settlement, the amount available for distribution to Class Members who do not opt-out of the Settlement is $385,000.00 less the following deductions: (1) up to $128,333.33 to Class Counsel for attorneys' fees ("Class Counsel Fees Payment"); (2) $19,658.94 to Class Counsel for reimbursement of actual costs incurred in prosecuting the Action ("Class Counsel Litigation Expenses Payment"); (3) up to $10,000.00 to Plaintiff Julie M. Bardelmeier for the Class Representative Enhancement Award; (4) up to $8,950.00 for the Settlement Administration Costs to ILYM Group, Inc. ("ILYM"); and (5) the PAGA Penalties of $40,000.00 for claims asserted under PAGA, of which 75% will be payable to the LWDA and 25% will be payable to the Aggrieved Employees on a *pro rata* basis ("Individual PAGA Payment").

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8. From my experience in wage and hour litigation, the present Settlement has resulted in a substantial benefit to Class Members. In fact, the highest Individual Class Payment to a Participating Class Member is currently estimated to be approximately $3,005.81, the average Individual Class Payment is currently estimated to be approximately $398.34, and the lowest Individual Class Payment is currently estimated to be approximately $0.49. (Declaration of Garvin Brown, filed concurrently herewith ("Brown Decl."), ¶ 17.)[1]

SETTLEMENT ADMINISTRATION

9. The Settlement was fairly administered. After the Court entered the Preliminary Approval Order, on June 4, 2026, ILYM sent the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") to all 447 individuals' last-known mailing addresses using U.S. First Class Mail and made significant efforts to locate Class Members and Aggrieved Employees, including performing skip traces on those employees who could not be located. (Brown Decl., ¶¶ 6–7.)

10. Of the 447 individuals who were sent the Class Notice, ILYM received 77 returned Class Notices as undeliverable. (*Id.* at ¶ 8.) ILYM conducted a computerized skip trace on the 77 returned Class Notices in order to acquire updated addresses for the purpose of re-mailing the Class Notices. (*Id.*) The skip trace effort resulted in obtaining 39 updated addresses, to which ILYM promptly re-mailed the Class Notices to those Class Members and Aggrieved Employees via U.S. First Class Mail. (*Id.*) As of the date of the Settlement Administrator's declaration, there have been 39 Class Notices re-mailed as a result of ILYM's skip tracing efforts, and 38 Class Notices have been considered undeliverable as no updated address was found despite conducting skip tracing. (*Id.* at ¶¶ 9–10.)

11. Class Notices were distributed in accordance with the Court's Preliminary Approval Order, and the response was excellent. Here, the deadline for submitting a Request for Exclusion from the Settlement, challenging the number of Workweeks and/or PAGA Pay Periods, and objecting to the Settlement was July 20, 2026. (Brown Decl., ¶¶ 12–14.) As of the deadline, **zero Class Members objected** to the Settlement, **zero challenged** the number of Workweeks and/or

[1] These calculations are based on Class Counsel's actual costs of $19,658.94.

PAGA Pay Periods, and **zero opted out** of the Settlement. (*Id.*) Therefore, there is a total of 447 Participating Class Members, representing 100% of the total 447 Class Members. (*Id.* at ¶ 15.)

12. The fact that there was a 100% participation rate indicates that the persons most affected by Defendant's alleged practices and who stand to benefit most from the Settlement agree that this is an outstanding result and a strong indication that the Settlement is fair and adequate, and that Class Members found it to be so.

13. ILYM requests Settlement Administration Costs of $8,950.00. (*Id.* at ¶ 20.)

REQUEST FOR ATTORNEYS' FEES AND COSTS

14. The preliminarily approved Settlement calls for the payment of up to $128,333.33 in attorneys' fees, plus up to $20,000.00 of Class Counsel's costs (Class Counsel's actual costs in this matter are $19,658.94, which is less than the allocated amount in the Settlement Agreement). This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and 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 administration of the Settlement. To provide the Court with an overview of the work done by Class Counsel in this case, Class Counsel's contemporaneous time records substantiating the 150.0 hours worked is attached hereto as **Exhibit 1**.

The Lodestar Method

15. Class Counsel's lodestar calculation supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the

contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

16. Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. Aside from being warranted by our skill, experience and ability, Class Counsel's rates that were used in application of the lodestar cross check in this case are supported by the Laffey Matrix attached hereto as **Exhibit 2** and the adjustments thereto based on locality, years of experience, and position within the firm.[2]

17. Working closely with the other attorneys in my firm, including on motions for attorneys' fees, I am aware of the experience and achievements of the counsel involved in this matter as well as the rates which would be charged if our work was on an hourly basis. Based on this information, I believe that my rate and the rates of the attorneys in my firm are reasonable, appropriate, and fully consistent with the market rate for attorneys with comparable expertise, experience, and qualifications in Los Angeles.

18. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement department. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, defense side, and from an in-house position. I have significant experience specifically working on wage and hour class and PAGA actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side. Given my experience and the focus of my practice in a highly specialized area of law, my rate is $1,350.00 per hour. Throughout the course of this litigation, I have spent approximately 16.2 hours on this matter. My lodestar for my hours spent on this case amounts to approximately $21,870.00 (16.2 x $1,350.00 = $21,870.00).

[2] The lodestar crosscheck yields a modest multiplier when rates from the Los Angeles locality adjusted Laffey Matrix are used. The hourly rates found in the 2025-2026 adjusted Laffey Matrix focus on the costs of legal services within the Washington-Baltimore-Arlington area and therefore adjustments based on differences in cost of legal services in different localities allows for better assessment of reasonableness. Therefore, an averaged adjustment rate of .025 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in Los Angeles.

19. Senior Counsel Alvin B. Lindsay graduated from the United States Military Academy at West Point and then served as an Army Officer for 10 years in the Corps of Engineers. He then earned his Juris Doctorate from Whittier Law School and has been practicing in California for over twenty years. Since 2010, he has exclusively focused his practice on representing employees including in wage-and-hour class and PAGA actions. During his career, he has represented employees in many wage-and-hour class and PAGA action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern, and Northern Districts of California), and has been successful in getting many contested class action cases certified and has secured class and PAGA settlements for many millions of dollars against a range of defendants, including Fortune 500 companies. He is experienced and qualified to evaluate the representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. Given his experience and the focus of his practice in a highly specialized area of law, his rate is $1,687.00 per hour. Throughout the course of this litigation, Alvin B. Lindsay estimates he has spent at least 33.5 hours litigating this matter. Accordingly, Mr. Lindsay's lodestar in this matter is $56,514.50 (33.5 x $1,687.00 = $56,514.50).

20. Attorney Jean Hopkins Power received her bachelor's degree from Texas Tech University, in 1986. She then earned her Juris Doctorate from Texas Tech School of Law in May of 1989. She became licensed to practice law in the State of Texas in 1989 and became licensed in the State of California in 2019. Since 2019, she has exclusively focused exclusively in the area of employment law and has been involved in numerous cases in all aspects from pre-filing through settlement, including California and Federal wage and hour class actions. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $1,263.00 per hour. Throughout the course of this litigation, attorney Jean Hopkins Power estimates she has spent at least 29.4 hours litigating this matter. Accordingly, Ms. Power's lodestar in this matter is $37,132.20 (29.4 x $1,263.00 = $37,132.20).

21. William Tran is an associate attorney at D.Law. Mr. Tran was admitted to the California State Bar in February 2021. Mr. Tran earned his B.A. from UC Irvine in 2014 and his J.D. from UCSF College of the Law (formerly UC Hastings) in 2020. Since 2022, Mr. Tran has

practiced exclusively in employment law, representing plaintiff-employees in wage-and-hour class actions and PAGA actions. Mr. Tran served as lead or co-lead counsel in numerous federal and state class actions (including in the Central, Southern, Eastern, and Northern Districts of California), recovering millions of dollars in settlements against defendants, including Fortune 500 companies. Mr. Tran is experienced in evaluating class and representative claims, weighing settlement versus trial, and assessing the viability of defenses. Given his experience and the focus of his practice in a highly specialized area of law, his rate is $750.00 per hour. Throughout the course of this litigation, William Tran estimates he has spent at least 0.3 hours litigating this matter. Accordingly, Mr. Tran's lodestar in this matter is $225.00 (0.3 x $750.00 = $225.00).

22. Attorney Arianna Razi received her bachelor's degree from the University of California, Davis in 2020, and her Juris Doctorate degree from Loyola Law School, Los Angeles in 2024. Upon graduating from law school, she has exclusively focused her practice on representing employees including in wage-and-hour class and PAGA actions. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $559.00 per hour. Throughout the course of this litigation, Arianna Razi estimates she has spent at least 40.7 hours litigating this matter. Accordingly, Ms. Razi's lodestar in this matter is $22,751.30 (40.7 x $559.00 = $22,751.30).

23. I have also reviewed the files and billable records for former Associate Attorney Melissa Rodriguez. Ms. Rodriguez received her bachelor's degree from California State University, Northridge and her Juris Doctor degree from University of California College of the Law, San Francisco (formerly known as "University of California Hastings College of the Law"). During law school, she served as a judicial clerk to the Honorable Kim McLane Wardlaw at the Ninth Circuit Court of Appeals. Since law school she has devoted her practice exclusively to wage and hour employment matters, including class actions and PAGA actions. Ms. Rodriguez was admitted to the California State Bar in December 2023. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $610.00 per hour. Throughout the course of this litigation, Melissa Rodriguez estimated she had spent at least 12.8 hours litigating this matter. Accordingly, Ms. Rodriguez's lodestar in this matter is $7,808.00 (12.8 x $610.00 = $7,808.00).

24. I have also reviewed the files and billable records for paralegal Sasha Zambrano. Sasha Zambrano graduated from Universidad Catolica Andres Bello in Caracas, Venezuela with a degree of Attorney at Law. She began her legal career in 2012, in labor law and employment matters. Since 2017, Ms. Zambrano has worked exclusively on wage and hour matters class and representative action cases. In June 2025, Senior Attorney Alvin B. Lindsay of D.Law attested to Ms. Zambrano's paralegal qualifications, under Business & Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks. Given her experience, her current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Ms. Zambrano estimates she has spent at least 11.4 hours litigating this matter. Accordingly, Ms. Zambrano's lodestar in this matter is $3,157.80 (11.4 x $277.00 = $3,157.80).

25. I have also reviewed the files and billable records for former certified paralegal José-Ernesto López. On January 24, 2013, Mr. López earned the Posse Foundation's full tuition Leadership Scholarship, and in 2017, he graduated from Kalamazoo College, earning a Bachelor of Arts in Political Science. In 2017, he began employment as a legal assistant for the Michigan Advocacy Program. In 2018, he was promoted to paralegal and served in that position for a total of three years. In 2023, Mr. López earned his ABA-approved Certificate in Paralegal Studies with distinction from the University of California, Los Angeles Extension meeting the requirements of Business & Profession Code section 6450(c)(1). In 2023, Mr. López joined D.Law, Inc. as a litigation paralegal, focusing exclusively on wage and hour class action and representative cases. Given his experience, his current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Mr. Lopez estimated he had spent at least 0.3 hours litigating this matter. Accordingly, Mr. Lopez's lodestar in this matter is $83.10 (0.3 x $277.00 = $83.10).

26. I have also reviewed the files and billable records for certified paralegal Jonathan Morataya. Jonathan Morataya graduated magna cum laude from California State University, Northridge with a Bachelor of Arts degree in Political Science with a focus in Law and Society. He began his legal career in 2022 in wage and hour employment matters and was promoted to Senior Paralegal. In December 2023, managing partner of Abramson Labor Group certified his experience

as a paralegal under Business & Profession Code section 6450(c)(3). In 2025, Mr. Morataya earned his ABA-approved Certificate in Paralegal Studies from Pasadena City College meeting the requirements of Business & Profession Code section 6450(c)(1). Given his experience, his current hourly rate is $332.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Mr. Morataya estimates he has spent at least 0.3 hours litigating this matter. Accordingly, Mr. Morataya's lodestar in this matter is $99.60 (0.3 x $332.00 = $99.60).

27. I have also reviewed the files and billable records for certified paralegal Janet Linares. Ms. Linares graduated from California State University, Northridge with a Bachelor of Science, Business Administration with a focus in Business Law and a minor in Finance. She began her legal career in 2022, in immigration matters as a legal assistant/secretary. In August of 2025, she completed the UCLA – Extension's Paralegal Training Program. In November 2025, managing partner of D.Law, Inc. David Yeremian certified her experience as a paralegal under Business & Profession Code section 6450(c)(3). Given her experience, her current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93) Throughout the course of this litigation, Ms. Linares estimates she has spent at least 2.0 hours litigating this matter. Accordingly, Ms. Linares' lodestar in this matter is $554.00 (2.0 x $277.00 = $554.00).

28. I have also reviewed the files and billable records for certified paralegal Anne Beuttel. Anne Beuttel graduated from Mount Saint Mary's University in 2020 with a bachelor's degree in liberal arts. In 2024, Ms. Beuttel received a Paralegal verification meeting the requirements pursuant to California Business and Professions Code Section 6450(c)(3). Given her experience, her current hourly rate is $305.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Ms. Beuttel estimates she has spent at least 3.0 hours litigating this matter. Accordingly, Ms. Beuttel's lodestar in this matter is $915.00 (3.0 x $305.00 = $915.00).

29. I have also reviewed the files and billable records for certified paralegal Brent Insua. Brent Insua graduated from University of California, Santa Cruz in 2023 with a bachelor's degree in politics. In 2024, Mr. Insua graduated from the University of California, Los Angeles, Paralegal Training Program meeting the requirements of Business & Profession Code section 6450(c)(1). In January 2025, Mr. Insua joined D.Law, Inc. as a Litigation Paralegal, focusing exclusively on wage

and hour class action and representative cases. Given his experience, his current hourly rate is $332.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Mr. Insua estimates he has spent at least 0.1 hours litigating this matter. Accordingly, Mr. Insua's lodestar in this matter is $33.20 (0.1 x $332.00 = $33.20).

30. The below table summarizes Class Counsel's total hours, billables, and costs:

Attorney/Firm	Total Hours	Total Billables	Costs
Enoch Kim (D.LAW)	16.2	$21,870.00	$19,658.94
Alvin B. Lindsay (D.LAW)	33.5	$56,514.50	
Jean Power (D.LAW)	29.4	$37,132.20	
William Tran (D.LAW)	0.3	$225.00	
Arianna Razi (D.LAW)	40.7	$22,751.30	
Melissa Rodriguez (D.LAW)	12.8	$7,808.00	
Sasha Zambrano (D.LAW)	11.4	$3,157.80	
Jose Lopez (D.LAW)	0.3	$83.10	
Jonathan Morataya (D.LAW)	0.3	$99.60	
Janet Linares (D.LAW)	2.0	$554.00	
Anne Beuttel (D.LAW)	3.0	$915.00	
Brent Insua (D.LAW)	0.1	$33.20	
Totals:	**150.0**	**$151,143.70**	**$19,658.94**

31. Multiplying the total hours billed by Class Counsel to the litigation by their reasonable hourly rates yields a lodestar of $151,143.70, which is more than the $128,333.33 in attorneys' fees Class Counsel are requesting, resulting in a negative multiplier. This disparity is important to note because when plaintiffs seek an amount in fees that is less than what they actually billed, the requested fee amount is generally considered reasonable. (*Chun-Hoon v. McKee Foods Corp.* (N.D. Cal. 2010) 716 F. Supp. 2d 848, 854 [finding that, if the court is asked to apply a negative multiplier, it "suggests

the negotiated fee award is reasonable and fair valuation of the services rendered to the class by Plaintiff's Counsel."].) As such, Class Counsel respectfully request the Court grant their request for $128,333.33 in attorneys' fees.

32. As for the *Serrano* factors, all militate in favor of the requested fee award. This case raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. Chief among these was the law relating to meal and rest periods, and failure to pay class members wages for off-the-clock work and final wages.

33. This case was not straightforward. Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendant. Class Counsel then had to develop the evidence necessary through informal discovery to establish Defendant's liability. This was done through carefully sifting through hundreds of pages of documents. Class Counsel have devoted a substantial amount of time on this case, including but not limited to researching various legal issues prior to and after filing this Action; drafting and reviewing pleadings; conducting informal discovery; meeting and conferring with defense counsel; preparing for class certification; reviewing and analyzing the documents produced by Defendant; regularly communicating with Plaintiff; preparing for and attending mediation; negotiating and finalizing the Settlement Agreement, including several revisions thereof; drafting documents for preliminary and final approval, including documents for the administration of the Settlement; and coordinating and overseeing the administration of the Settlement.

34. In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class Counsel has devoted a tremendous amount of time and energy. As shown in the table in Paragraph 30 above, Class Counsel have spent a substantial number of hours working on this case. This time commitment was necessary in order to research, construct, and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have devoted to this case has prevented them from investing that time in other cases that might have settled during the pendency of this litigation and yielded significant attorneys' fees. Despite these considerations, Class Counsel zealously represented Plaintiff and the Class and have obtained a

favorable result.

35. Such is not always the case. Indeed, Class Counsel has invested time and money into numerous other cases, including class actions, that have fizzled for one reason or another, leaving Class Counsel completely without any compensation for their effort. Here, Class Counsel has achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with which they were presented along the way. Nor could class certification be guaranteed. In addition, Defendant could have exerted pressure on Plaintiff to dismiss her claims by offering her an individual settlement, an experience with which Class Counsel are not unfamiliar. However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result, and they have done so without receiving any compensation to speak of thus far because they took this case on a contingency-fee basis.

36. From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable.

The Percentage-of-the-Benefit Comparison

37. In settlements where a definite monetized fund is created, it is appropriate for courts to evaluate the lodestar amount as a percentage of the recovery and adjust it accordingly if the lodestar differs from the range of percentage fees freely negotiated in comparable litigation. *See Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 49-50.

38. Class Counsel took this case on a contingent-fee basis against a corporation 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, in such 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.

39. Contingent-fee cases present the very real risk of working hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases

pay the out-of-pocket expenses incurred on the plaintiff's behalf, and the prospect of a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more than a potential that never materializes. First, you must win the case to get a court-awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that the client may accept without ensuring that we receive a reasonable fee, or changes in the law that substantially affect the merits of the case, or other uncertainties involving the client. Finally, there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial investment, one would expect a reasonable rate of return on that investment. Here, however, the best we can hope to recover is our money, and then only if we are substantially successful; if we are not, all or part of this "investment" can be lost.

40. Class Counsel is well acquainted with the contingent-fee market throughout California, particularly as it pertains to wage-and-hour and class-action litigation. Class Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action suits. Many of those agreements required that counsel receive a fee under certain scenarios that exceed one-third of the recovery. Plaintiff here signed a retainer agreement indicating that Class Counsel could receive a fee under certain scenarios that exceed one-third of the recovery, as much as 40%. Class counsel in contingency-fee cases typically receive attorneys' fees equal to or greater than a third of the gross settlement amount. *See, e.g., Evans et al. v. Coca-Cola* (Los Angeles County Sup.Ct. 2001 Case No. BC 220525 (Hon. Richard C. Hubbell)) (approving an award of attorney's fees of at least 33-1/3% of the settlement); *Moreno v. Miller Brewing* (Los Angeles County Sup. Ct. April 2004 BC 278170 (Hon. David M. Minning)) (same); and *Josiah Eaton, et al. v. Adolph Coors Company* (Orange County Sup. Ct. 2003 Case No. 01CC00140 (Hon. Stephen J. Sundvold)) (at least same award); *Daum v. Claim Jumper Restaurants* (Orange County Sup. Ct. 2006 Case No. 02CC10201 (Hon. Ronald L. Bauer)) (final approval of same); *Moore v. IKEA* (Los Angeles County Sup. Ct. 2006 Case No. BC 263646 (Hon. Peter Lichtman)) (final approval of same); *Big Lots Overtime Cases* (San Bernardino County Sup. Ct.

February 2004, JCCP Proceeding No. 4283 (Hon. Walter L. Blackwell, III)) (same); and *Fitzpatrick v. Baja Fresh* (Los Angeles Super. Ct. Case No. BC 265578 (Hon. Anthony J. Mohr)) (same). Thus, the fees requested in this case are commensurate with fees routinely awarded in other wage and hour class action settlements.

41. Indeed, California courts have approved attorney's-fee awards in excess of the benchmark of one-third of the settlement fund. *See Crandall v. U-Haul* (Los Angeles County Sup. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.,* Alameda County Sup. Ct., 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification stage.

42. In light of the foregoing, the fee request in an amount equal to one-third of the Gross Settlement Amount (or $128,333.33) is well within the bounds that have been established by the above-cited authority. Defendant has no objection to an award of fees in the amount requested. Moreover, the Class Notice mailed to Class Members stated the amount of fees requested by Class Counsel; however, not a single Class Member has objected to an award of fees in the amount requested.

Costs

43. The preliminarily approved settlement calls for the payment of up to $20,000.00 for Class Counsel's costs. The actual total costs incurred in litigating this Action for Class Counsel are $19,658.94. Class Counsel's Cost Log is attached hereto as **Exhibit 3**. Class Counsel's incurred

costs include, but are not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, and attorney-service costs for court filings, all of which were necessarily and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of $19,658.94, with the difference of the costs allocated in the Settlement Agreement and actual costs incurred to be reverted to the Net Settlement Amount.

ENHANCEMENT AWARD TO NAMED PLAINTIFF IS REASONABLE

44. Plaintiff is entitled to a reasonable enhancement award for her efforts and initiative in bringing and helping to prosecute this Action. Plaintiff assumed great risk by challenging Defendant's wage-and-hour policies and bringing suit against Defendant. Plaintiff spent 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 her attorneys, who spent many hours with her discussing her case, the law, and preparing for mediation. In the end, Plaintiff decided to vindicate not only her own rights but also those of her fellow employees by filing a class action lawsuit.

45. The courage it took to stand up to Defendant in this way should not be underestimated. Few people want to confront their employers, let alone sue them. By suing her former employer, Plaintiff contends that she increased the risk of retaliation by prospective employers to which she may apply in the future.

46. But Plaintiff did not allow her fear of the potential repercussions of being a Class Representative deter her from acting for the benefit of Class Members. She has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action. Plaintiff conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendant and their wage-and-hour practices; reviewed documents; produced documents; monitored the progress of the litigation; took the time to apprise herself of the facts, issues, and law regarding the claims at issue, and spent time with Class Counsel discussing the terms of the Settlement and reviewing and executing the Settlement Agreement. In all, Plaintiff estimates that she has devoted numerous hours in preparing the Action and seeing it through to settlement.

47. Plaintiff spent a significant amount of time with Class Counsel detailing her knowledge of Defendant's practices and assisting in 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. Class Counsel believes that Plaintiff is entitled to a Class Representative Enhancement Award for the time and effort she has devoted to this case. Defendant has agreed not to oppose it. Such payments to class representatives are a common feature of settlements negotiated by Class Counsel, and trial courts routinely approve them.

48. California trial courts routinely approve enhancement payments to class representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 ($35,000); *Hogue v. WH Smith of Nevada, Inc.* (2004) San Diego Sup. Ct. Case No. GIC830653 ($20,000); *Fiez v. Brown Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381 ($35,000 to current employee of defendant and $20,000 to former employee); *Barry v. Cost Plus, Inc.* (2003) OCSC No. 01CC00380 ($35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (2003) Orange County Sup. Ct. Case No. OlCC00324 ($25,000 each for two named plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 ($35,000 for each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC 178775 ($20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup. Ct. Case No. BC 234231 ($25,000).

49. Plaintiff's Class Representative Enhancement Award request of $10,000.00 is only approximately 2.60% of the Gross Settlement Amount of $385,000.00. Plaintiff's initiative and efforts as the Class Representative has conferred a significant benefit to Class Members. In light of the foregoing, Class Counsel believes the Class Representative Enhancement Award in the amount of $10,000.00 to Plaintiff is fair and reasonable.

LABOR CODE § 2699(l)(2) COMPLIANCE

50. In compliance with Labor Code §2699(l)(2), Plaintiff has attached the proof of service of this Motion and the Settlement Agreement on the LWDA as **Exhibit 4**.

51. The Settlement Agreement is attached hereto as **Exhibit 5**.

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

Executed this 28th day of October 2026 at Pasadena, California.

Enoch J. Kim

EXHIBIT 1

Attorney	Total Time	Rate	Total Billable Amount
Arianna Razi	40.7	$559.00	$22,751.30
Alvin Lindsay	33.5	$1,687.00	$56,514.50
Jean Power	29.4	$1,263.00	$37,132.20
Enoch Kim	16.2	$1,350.00	$21,870.00
Melissa Rodriguez	12.8	$610.00	$7,808.00
William Tran	0.3	$750.00	$225.00
Total	**132.9**		**$146,301.00**

Paralegal	Total Time	Rate	Total Billable Amount
Sasha Zambrano	11.4	$277.00	$3,157.80
Anne Beuttel	3.0	$305.00	$915.00
Janet Linares	2.0	$277.00	$554.00
Jonathan Morataya	0.3	$332.00	$99.60
Jose Lopez	0.3	$277.00	$83.10
Brent Insua	0.1	$332.00	$33.20
Total	**17.1**		**$4,842.70**

Grand Total	Total Time	Total Billable Amount
Attorneys	132.9	$146,301.00
Paralegals	17.1	$4,842.70
Total	**150.0**	**$151,143.70**

Staff	Entry Date	Hours	Description
Janet Linares	5/17/2024	0.2	Opened new case on Neos and uploaded all docs from DropBox. Notifying DY EOD via RC of case opening, class size, and any previous filings.
Jean Power	5/28/2024	0.2	Email to client re: initial intake telephone call.
Jean Power	5/28/2024	2.0	File review and referred to original intake documents. Discussed with AL and what information to pass on to the client when speaking with her. Two possible discrimination grounds - Pregnancy and Sexual Harassment.
Jean Power	5/28/2024	0.8	***SEE NOTES FOR FULL TIME ENTRY*** Listened to three separate recordings between client and her manager (Steven) regarding her being written up.
Sasha Zambrano	5/28/2024	0.2	Updated calendar, informed Janet re JHP connecting w client.
Jean Power	5/29/2024	1.0	Drafted WT/FEHA recommendation memo. Sent to AL for review.
Jean Power	5/29/2024	0.8	***SEE NOTES FOR FULL TIME ENTRY*** Additional Intake Call with client.
Jean Power	5/29/2024	0.3	Email to client re: limits of representation - including that we will separately review her WT claim with the team. Text message to client to advise her of my telephone number.
Jean Power	5/30/2024	1.5	Drafted LWDA letter and emailed to AL.
Jean Power	5/30/2024	3.0	Drafted Class Complaint and emailed to AL for review
Jean Power	5/30/2024	0.2	Sent text to client and received and reviewed response - she worked at the Roseville location (Placer County) - Discussed with AL and confirmed to file in Placer County as opposed to Nevada county as set forth as the principal address on the SOS website
Janet Linares	6/4/2024	0.3	Filing S&C and Civil Cover Sheet + Service through Rapid Legal. Calendared FAC ripe date.
Sasha Zambrano	6/4/2024	1.4	Finalized Complaint, prepared initiating docs. Janet to send for filing w RL & add to Neos calendar. Finalized LWDA ltr, sent to Lauren for printing & mailing, uploaded to website. Saved to Neos & verified calendar updated. Informed ABL & JHP.

Janet Linares	6/6/2024	0.4	Downloaded rejected S&C and Cover Sheet from Rapid Legal and uploaded to DropBox and Neos. Contacted Rapid Legal to cancel process service from initial order. Filing S&C and Civil Cover Sheet + service once more with correct county through Rapid Legal.
Jean Power	6/6/2024	0.2	Email from Janet requesting cancellation of service (because already served)
Jean Power	6/6/2024	0.2	Rapidlegal confirmation that Class Complaint has been filed
Janet Linares	6/20/2024	0.2	Downloaded S&C, Civil Cover Sheet, Court Ntc of CMC (10.21.24) from rapid legal and uploaded to Neos and server. Emailed to AL, SZ & JP. Updated calendar with CMC date and deadline. Updated case number, county info and parties.
Janet Linares	6/27/2024	0.1	Downloaded POS of Summons - Sub Serv from Rapid Legal and sent for filing.
Janet Linares	7/2/2024	0.1	Downloaded POS of Summons - Sub Serv from rapid legal and uploaded to Neos and server. Emailed to AL, SZ & JP. Updated calendar with def deadline to file a responsive pleading.
Jean Power	7/10/2024	0.2	Updated Team ABL Open Case List
Alvin Lindsay	7/11/2024	0.4	Review correspondence with client regarding status of sick leave and retaliatory actions being taken by Defendant and addressing documents employees are being required to sign. Confer with JP regarding same and response and next steps.
Jean Power	7/11/2024	0.4	Discussed case with AL re: WT case - client will resign in about 3 months.
Jean Power	7/11/2024	0.4	***SEE NOTES FOR FULL TIME ENTRY*** Call from client for case update. See notes below that were sent in a confirming email to client. Text to client as well.
Jean Power	7/23/2024	0.4	Received, reviewed, and responded to email from Mayra Sandoval, OC - agreed to 15 day extension for responsive pleadings.
Sasha Zambrano	7/23/2024	0.1	Updated calendar.

Alvin Lindsay	7/30/2024	0.4	Review correspondence from OC regarding continued time for responsive pleading and confer with JP regarding same and next steps and arguments against arbitration.
Jean Power	7/30/2024	0.2	Received, reviewed, and responded to email from OC - to schedule telephone call.
Alvin Lindsay	7/31/2024	0.4	Review correspondence regarding continued time for responsive pleading and initial conference of counsel and confer with JP regarding same and next steps and mediation possibilities.
Jean Power	7/31/2024	0.5	Emails to/from OC and with AL re: scheduling initial conference. OC is with Brandon McKelvey's former firm - AL suggests scheduling mediation with Brandon.
Sasha Zambrano	7/31/2024	0.1	Updated calendar.
Jean Power	8/5/2024	0.5	***SEE NOTES FOR FULL TIME ENTRY*** I spoke with OCs Alex Medina and Mayra Sandoval. They are agreeable to a global mediation for both Class and PAGA. I suggested Brandon McKelvey – and Alex said Brandon is his best friend and doesn't want there to be t
Jean Power	8/5/2024	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Discussed case with AL and gave status of mediation - Chart of Class Data sent by OC via email on today's date. Chart below: Here are the class statistics we discussed during our call today. Here are the class statist
Alvin Lindsay	8/6/2024	0.4	Confer and correspond with JP regarding status of mediation scheduling and review correspondence regarding class and PAGA numbers for employees and workweeks and pay periods.
Sasha Zambrano	8/6/2024	0.2	Saved docs to file.
Alvin Lindsay	8/19/2024	0.4	Review case file correspondence and confer with JP regarding status. Review Answer and confer regarding timing of FAC and adding PAGA and anyone arb agreements and implications.
Jean Power	8/19/2024	0.2	Email to OC re: status of mediator selection

Alvin Lindsay	8/20/2024	0.4	Review correspondence between JP and OC regarding mediation and proposed mediators, and with DY regarding same and suggested alternatives. Review Darren Cohen web-site for mediation details.
Jean Power	8/20/2024	0.2	Received and reviewed email from OC re: mediators - OC suggests Mike Young. Email from AL re: discussing with DY using Mike Young for mediation.
Jean Power	8/20/2024	0.2	Discussed mediators with AL and DY. Email to OC suggesting Darren Cohen.
Jean Power	8/22/2024	0.2	Received and reviewed email from OC - rejected Darren Cohen. Reviewed email with AL and DY re: alternatives for mediation.
Jean Power	8/22/2024	0.2	Email to OC suggesting Lisa Klerman for mediator. Doug Leach rejected by DY.
Alvin Lindsay	8/23/2024	0.4	Correspond with OC regarding mediators and send listing of names and address declination of defense suggestions and confer with JP regarding same.
Jean Power	8/23/2024	0.2	Received, reviewed and responded to email from OC re: mediator selection.
Alvin Lindsay	8/26/2024	0.4	Confer and correspond with OC regarding mediation and mediators and agree upon Tripper and draft correspondence to mediator requesting guidance on how to proceed with requesting a mediation date in January 2025. Address calendaring reminder.
Jean Power	8/26/2024	0.4	Received and reviewed email with OC - will use Tripper Ortman for mediation. Discussed with AL and SZ re: availability. Reviewed email from Tripper's office - need to put in request on Sep 3.
Sasha Zambrano	8/26/2024	0.4	Checking calendar availability for mediation, informed ABL & JHP. Prepared draft email for Ortman mediation, pending confirmation of dates by OC - cannot be sent before 09/03.
Alvin Lindsay	9/3/2024	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Review correspondence from mediator with requirements for reserving mediation date and draft response and correspondence to OC regarding same and review calendar for available dates and provide caption and service list.

Sasha Zambrano	9/3/2024	0.2	Checking calendar availability w OC's availability for mediation.
Alvin Lindsay	9/5/2024	0.5	Confer and correspond with OC regarding mediation and mediators and confer with JP regarding same. Conduct teleconference with JP and draft correspondence to OC explaining position and reasons for proceeding with another mediator.
Jean Power	9/5/2024	0.4	Discussed mediation with AL - he wants to use other mediators since they did not give their availability for Tripper. Email to OC with additional mediators to choose from.
Jean Power	9/5/2024	0.4	Email to/from OC to schedule mediation dates with Tripper. Reviewed with Sasha and AL.
Alvin Lindsay	9/6/2024	0.4	Review correspondence from OC and mediator regarding scheduling mediation and attend to all the formalities. Confer with JP regarding same. Address other mediator acceptable and correspond regarding availability.
Sasha Zambrano	9/6/2024	0.2	Cross-checking calendar for mediation availability
Alvin Lindsay	9/9/2024	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Review correspondence from OC regarding mediation and mediators and draft response and correspond with mediator regarding availability. Confer with DY regarding same and waiting for first choice vs. using second. Confer
Jean Power	9/9/2024	1.5	Conferred with AL on FAC. Drafted FAC and emailed to Sasha for filing.
Sasha Zambrano	9/9/2024	0.6	***SEE NOTES FOR FULL TIME ENTRY*** Finalized FAC, sent for filing w RL. Prepared NAR to FAC, sent to OC w FAC via email only. Advised to provide availability for Feb '25 so that we may inform Ortman on Oct 1st. Per ABL's msg on RC, Mike Young might not b
Alvin Lindsay	9/10/2024	0.3	Review correspondence with CC regarding mediation and availability and requirements for requesting reservation. Confer with JP regarding same.
Jean Power	9/10/2024	0.2	Received and reviewed email from OC re: mediator availability. Discussed with SZ and AL.

Jean Power	9/13/2024	0.4	Case review - Updated ABL Open Case list - Will request mediation with Tripper O. beginning of October. [OC has a concussion]
Sasha Zambrano	9/26/2024	0.5	Sent msg to ABL & JHP re DY's msg of no more mediations w Ortman, ABL confirmed he had discussed w DY and was acceptable for this case. Checking calendar availability, informed JHP & ABL (OC only available on Feb 26 & 27, we're only available on Feb 27).
Alvin Lindsay	9/30/2024	0.4	Review NAR and correspondence from OC regarding same and status of mediation and mediators and confer and correspond with JP and SZ regarding same and sending e-mail to Ortman as required and conferring with OC regarding same.
Alvin Lindsay	10/1/2024	0.4	Confer and correspond with OC and DY and JP regarding mediation and mediator selection and proposal. Confer regarding next steps and further suggestions for mediators.
Jean Power	10/1/2024	0.5	Email to/from OC re: mediators. AL explained that we need to use another mediator. Tasked to f/u with OC. Updated ABL open case list.
Jean Power	10/1/2024	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Tripper Ortman does not have availability. Discussed alternate mediators with AL. Email below sent to OC Good Morning Alex, So it looks like Tripper is fully booked and it will he doesn't have any availability withi
Sasha Zambrano	10/1/2024	0.5	Sent email to Tripper's CM re scheduling mediation, received autoresp advising no dates available until Nov for March '25. Informed ABL & JHP, advised they'd connect w OC re choosing dif mediator.
Alvin Lindsay	10/2/2024	0.4	Confer and correspond with OC regarding mediators and mediation and agree to Darren Cohen. Communicate regarding same with mediator and for availability and confer and correspond regarding setting up.
Jean Power	10/2/2024	0.5	Received and reviewed email from OC. Agreeable to Darren Cohen - discussed with AL and DY. Reviewed email from AL to Darren re: availability. Tasked to f/u.

Sasha Zambrano	10/3/2024	0.2	Check calendar w Mediator's availability. Informed ABL & JHP.
Alvin Lindsay	10/4/2024	0.4	Correspond with mediator regarding availability and provide same to OC and confer regarding dates and informal discovery. Confer with JP regarding same.
Jean Power	10/4/2024	1.0	Reviewed file; drafted CMS; emailed to SZ for filing
Sasha Zambrano	10/4/2024	0.3	Finalized CMS, sent for filing w RL. Served to OC via email only.
Alvin Lindsay	10/7/2024	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Review correspondence sent to OC regarding mediator and availability and confer and correspond with JP regarding same and OC regarding response and reserving date. Review FAC and NAR and Plaintiff's Case Management Conf
Alvin Lindsay	10/9/2024	0.4	Confer and correspond with mediator and OC regarding selecting mediation date and reserving mediation. Confer with JP regarding same.
Sasha Zambrano	10/9/2024	0.3	Obtaining remote app for hrng, saved to Calendar & Neos.
Alvin Lindsay	10/11/2024	0.4	Review correspondence from mediator regarding requests for information for confirmation and draft response and send caption and party information. Confer with JP regarding same and status of case and upcoming dates.
Alvin Lindsay	10/15/2024	0.3	Review correspondence regarding mediation and confirming timing and logistics. Confer with JP regarding same.
Jean Power	10/15/2024	0.5	Email to/from mediator - discussions with AL. Confirmed mediation date of Jan 8.
Jean Power	10/18/2024	0.4	Review of file for CMC hearing.
Jean Power	10/21/2024	0.5	Prepared for appeared for CMC - court notes stated as follows: S-CV-0052963 Bardelmeier, Julie M. vs. Land Ocean, Inc. No appearance required. CMC is continued to 1/13/25 at 3pm in Dept. 40.
Sasha Zambrano	10/21/2024	0.6	Review emails, saved mediation docs to file. Updated calendar. Sent signed confidentiality agreement to mediator. Sent invoice to acct. Evelyn to call client to inform of mediation & send ltr.
Sasha Zambrano	10/24/2024	0.3	Sent copy of mediation payment to mediator via email. Saved to file. Updated calendar.

Janet Linares	10/29/2024	0.1	Downloaded NAR to FAC, Plaintiff's CMS (10.21.24) from rapid legal and uploaded to Neos and server. Emailed to AL, SZ & JP
Alvin Lindsay	11/12/2024	0.4	Review correspondence from OC regarding informal discovery and responses and data and numbers and confer and correspond with JP regarding same. Address mediation timing and status and timing of briefing and expert analysis. Confer with JP regarding same.
Alvin Lindsay	11/15/2024	0.4	Review correspondence from OC and Defendants' first round of discovery production informally for mediation. Confer with SZ regarding adding to files and with JP regarding same.
Jean Power	11/15/2024	0.5	Received and reviewed Informal discovery from OC for mediation. Discussed with SZ.
Jean Power	12/3/2024	0.2	Text messages to/from client and scheduled a telephone call for 12/4 at 9:00 A.M.
Jean Power	12/4/2024	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Preparation for and call with client - notes below: Call with client. Confirmed mediation date of Jan 8.
Sasha Zambrano	12/4/2024	0.5	Verified mediation paid & sent email re conflict check w Berger. Checked file. Reminded ABL & JHP re FAC not accepted due to Resp Pleading on file.
Alvin Lindsay	12/11/2024	0.3	Review correspondence with team and JP regarding whether to accept and proceed with WT case and interaction with class case and scheduled mediation.
Jean Power	12/11/2024	0.7	Discussed WT claim with DY, AL, and SH.
Alvin Lindsay	12/13/2024	0.4	Review correspondence with OC regarding setting up conference of counsel and confer with JP regarding same and status of bringing WT claim and getting RTS letter and requesting continued mediation date with mediator.
Jean Power	12/13/2024	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Prepared for and called client - reviewed FEHA claims.

Alvin Lindsay	12/16/2024	0.4	***SEE NOTES FOR FULL TIME ENTRY*** Confer and correspond with JP regarding case and mediation agreement and scheduling and informal discovery status. Confer regarding WT case and claims and whether to bring separate action and correspond with JP regardin
Sasha Zambrano	12/18/2024	0.2	Saved JHP Notes to file.
Alvin Lindsay	12/19/2024	0.4	Review correspondence from OC and informal discovery production and correspondence with expert and SZ regarding downloading and sending to expert and with JP regarding same and status of mediation and interaction with WT claims.
Jean Power	12/19/2024	0.5	Received and reviewed email from OC - will not be representing Defendants on FEHA claim - will likely be an insurance attorney. Email to SZ to compile all data to send to Jarrett for the expert report. Discussed with AL
Sasha Zambrano	12/19/2024	1.0	Verified all Def Production downloaded & saved. Sent link to JHP, advised she'd send to Jarrett for analysis. Prepared Draft to Joint Stip for Leave to File FAC, sent to JHP & ABL via email only.
Jean Power	12/23/2024	0.5	Drafted email with statistics and link to data to expert for Jan 8 mediation.
Alvin Lindsay	1/2/2025	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Mediation preparation and correspond with JP regarding status of mediation brief - summary of numbers and information from OC and sending to expert and regarding status of expert analysis. Confer with JP regarding same
Alvin Lindsay	1/3/2025	0.5	Confer and correspond with JP regarding mediation and mediation brief and sending samples and executive summary and confer regarding expert report and informal production and summary of numbers and assumptions.
Alvin Lindsay	1/6/2025	0.4	Review draft joint stipulation for entry of FAC and. confer with SZ and JP regarding same and status of prior rejection and review response from OC and confer with SZ regarding finalizing and filing.

Alvin Lindsay	1/6/2025	2.3	***SEE NOTES FOR FULL TIME ENTRY*** Review mediation brief and case file docs and correspondence. Draft revisions and finalize. Review correspondence with expert and mediation analysis and summarize for mediation brief. Finalize brief and exhibit and send
Sasha Zambrano	1/6/2025	0.5	Saved docs to file. Updated calendar. Downloaded & saved Def Mediation brief & exhibits. Pending zoom link for mediation.
Alvin Lindsay	1/8/2025	6.4	***SEE NOTES FOR FULL TIME ENTRY*** Review correspondence and case file docs and mediation brief and expert analysis and defendant's mediation brief and exhibits. Prepare and appear for mediation and confer and correspond with mediator and DY regarding ca
Janet Linares	1/8/2025	0.5	Downloaded all invoices and uploaded to Neos and the server. Added all costs to Neos. Exported and formatted cost log and saved to DropBox. Pending expert fee invoice
Sasha Zambrano	1/8/2025	0.9	***SEE NOTES FOR FULL TIME ENTRY*** Evelyn to call client to clarify facts & remind of mediation - done & informed ABL. Called client to explain if case were to settle: approval process (prelim & final approval), class enhancement & class rep - understood
Alvin Lindsay	1/9/2025	0.7	***SEE NOTES FOR FULL TIME ENTRY*** Review correspondence and mediator's proposal and file docs and correspondence. Review MOU and draft revisions and confer and correspond with OC regarding finalizing and sending out for signature. Confer and correspond
Sasha Zambrano	1/9/2025	0.3	Sent MOU to Client via docusign. ABL to call client tomorrow to discuss & clarify re WT claims, negotiations & potential settlement.
Jean Power	1/13/2025	2.0	***SEE NOTES FOR FULL TIME ENTRY*** Preparation for ISC. Researched status of MOU. Attempted to login for hearing - was unable to get in. Email to OC to advise the court the parties have settled - OC confirmed. MR was able to login because she had a v

Melissa Rodriguez	1/13/2025	0.9	Appeared for CMC; Judge continued the CMC for March 24, 2025 at 3:00 p.m
Melissa Rodriguez	1/13/2025	0.1	In firm email correspondence summarizing CMC
Sasha Zambrano	1/13/2025	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Received MOU signed by client, added DY's signature & fwd to OC. Pending Fully exc. Convo w JHP on RC re discussing MOU w client, advises ABL was supposed to connect w her on Friday 1.10.25 and wasn't sure if they had s
Sasha Zambrano	1/17/2025	0.5	Saved Fully Exc MOU to file. Saved MR notes to CMC. Fwd MOU to Janet. Updated calendar.
Alvin Lindsay	1/23/2025	0.4	Review correspondence regarding settlement and fully executed MOU and confer and correspond with JP regarding same and status of long form settlement. Address carve out for RTS claims and how to handle them with different defense counsel.
Jean Power	1/24/2025	0.5	File Review. Review of settlement docs - updated Open Case list.
Jean Power	2/10/2025	0.5	Reviewed case file to update DY on mediation status.
Janet Linares	2/14/2025	0.1	Update Mediations/Settlement info
Enoch Kim	2/19/2025	0.3	Review and analyze MOU and case status and confer with team re same.
Sasha Zambrano	2/19/2025	0.2	Updating atty assignments.
Enoch Kim	2/20/2025	0.2	Exchange emails with AL re settlement agreement and Plaintiff's individual claims.
Jean Power	2/20/2025	0.5	Received and reviewed emails from SZ, EK, AL re; status of WT settlement claim.
Melissa Rodriguez	2/24/2025	0.4	Reviewed case status; updated notes, calendar dates, and hearing dates
Brent Insua	2/27/2025	0.1	Confirmed Case Assigned to Team EK.
Melissa Rodriguez	3/6/2025	3.3	***SEE NOTES FOR FULL TIME ENTRY*** Reviewed status of case and MOU; Correspond with Alvin and Sasha regarding status of FAC; Correspond with Evelyn Goode regarding same; Correspond with Opposing counsel about same; Drafted FAC; Compared Complaint and FAC
Melissa Rodriguez	3/6/2025	0.7	Began drafting settlement agreeement

Sasha Zambrano	3/6/2025	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Reviewed file, confirmed FAC had been rejected in October due to Def filing Answer to complaint; found email reminding JHP about it in Dec and contemporaneously I had prepared Stip for Leave to File FAC for JHP but no f
Enoch Kim	3/7/2025	0.1	Review draft joint stip to continue case management conference.
Enoch Kim	3/7/2025	0.2	Review draft case management statement.
Melissa Rodriguez	3/7/2025	3.8	***SEE NOTES FOR FULL TIME ENTRY*** Review email correspondence with Opposing counsel and in firm; confer in firm regarding settlement agreement, FAC, stipulation; drafted stipulation to continue FAC; drafted CMC; Correspond with Enoch regarding revisions
Melissa Rodriguez	3/19/2025	0.5	Checked on status of case; called client and provided her update regarding status of class case; confer with Jean Power regarding status; updated notes
Jean Power	3/20/2025	0.2	Received and reviewed email from Rapidlegal. Discussed with MR.
Sasha Zambrano	3/21/2025	0.2	Updating ABL notes in prep for meeting w DY.
Jean Power	3/24/2025	0.4	Received and reviewed court notification; discussed with MR.
Melissa Rodriguez	3/24/2025	1.2	***SEE NOTES FOR FULL TIME ENTRY*** Appeared for Case Management Conference; Informed judge we need to schedule a hearing on Plaintiff's Motion for Preliminary Approval; Judge said we need to schedule a hearing with the court as soon as the Settlement Agr
Alvin Lindsay	4/7/2025	0.4	Confer and correspond with MR regarding status of settlement agreement and administration quotation and search for correspondence regarding same. Address approval motion timing and status.
Melissa Rodriguez	4/7/2025	1.3	Requested Quote from ILYM; Correspond with Alvin B. Lindsay regarding Admin quote; Updated Settlement Agreement to reflect lower bid; Confer with Enoch Kim regarding status of Settlement Agreement

Melissa Rodriguez	5/6/2025	0.2	Received text message from client asking for an update; informed client about status of case
Melissa Rodriguez	5/8/2025	0.2	Checked on status of case and notice of association
Alvin Lindsay	5/19/2025	0.2	Review settlement terms and workweek and pay period count and add to listing compiled to report settlements under $20/ww or pay period and further confer regarding status of approval.
Melissa Rodriguez	6/3/2025	0.2	Check on status of case and calendared dates; updated personal notes;
Arianna Razi	6/23/2025	2.1	Reviewed and edited draft Class Action and PAGA Settlement Agreement
Arianna Razi	6/24/2025	2.1	Draft Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.
Alvin Lindsay	6/26/2025	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Review correspondence from OC regarding delay in providing settlement agreement after executing MOU. Confer and correspond with settlement team regarding same and status and timing of draft. Address responsibility for s
Alvin Lindsay	6/27/2025	0.4	Review correspondence from OC regarding status of long form agreement and confer with EK regarding settlement team response and issues from MR leaving the case and team and develop plan for proceeding.
Enoch Kim	6/27/2025	0.1	Draft correspondence to defense counsel re settlement agreement.
Enoch Kim	7/14/2025	1.4	Review and revise settlement agreement.
Alvin Lindsay	7/15/2025	0.4	***SEE NOTES FOR FULL TIME ENTRY*** Review correspondence with OC and settlement team regarding status of finalizing settlement agreement and notice and status and timing of motion for settlement approval documents and hearings. Confer with settlement tea
Arianna Razi	7/15/2025	0.2	Draft correspondence to OC re: settlement agreement and class notice.
Arianna Razi	7/15/2025	0.1	Left voicemail message for client asking her to give me a call back for a case update and emailed her the same.

Enoch Kim	7/15/2025	4.9	Review and revise settlement agreement and class notice.
Arianna Razi	7/16/2025	0.2	Spoke to plaintiff on the phone regarding a case update. I let her know that we sent opposing counsel a draft of the settlement agreement and class notice yesterday.
Arianna Razi	7/16/2025	0.2	Draft correspondence to Plaintiff memorializing our telephone conversation.
Alvin Lindsay	8/11/2025	0.4	Review correspondence and status of Class and PAGA settlement and signatures on settlement agreement and finalizing. Address timing of approval motion.
Alvin Lindsay	8/14/2025	0.4	Review correspondence from settlement team regarding status of review of settlement agreement and notice and finalizing and addressing status and timing of approval motion documents.
Alvin Lindsay	8/25/2025	0.4	Review correspondence from OC and revisions made to Class Settlement Agreement and to Class Notice. Review settlement team response and address next steps.
Arianna Razi	8/28/2025	0.7	Draft joint stipulation to continue case management conference.
Alvin Lindsay	8/29/2025	0.4	Review correspondence with OC from settlement team regarding settlement finalization and revision status. Review joint CMC stipulation to continue and order and correspondence regarding same.
Arianna Razi	8/29/2025	1.8	Review opposing counsel's revisions to settlement agreement and class notice; make additional revisions to both documents.
Arianna Razi	8/29/2025	0.2	Review opposing counsel's revisions to joint stipulation; finalize for filing.
Arianna Razi	8/29/2025	0.2	Draft correspondence to opposing counsel re: joint stipulation to continue case management conference.
William Tran	9/3/2025	0.3	Review file in advance of drafting individual demand.
Alvin Lindsay	9/16/2025	0.5	Review correspondence from WT to OC regarding Setting up conference for finalizing individual WT settlement and addressing demand and arguments and numbers. Address interrelation with class settlement and timing.

Alvin Lindsay	10/3/2025	0.4	Review correspondence from WT to OC and confer with WT regarding settlement negotiation status and setting up further conference of counsel.
Alvin Lindsay	10/14/2025	0.4	Review correspondence between settlement team and OC regarding revisions to settlement agreement and class notice and confer with settlement team regarding approval motion and timing.
Arianna Razi	10/14/2025	0.5	Review EK's revisions to settlement agreement. Make corresponding revisions to class notice. Draft correspondence to defense counsel regarding the same.
Enoch Kim	10/14/2025	1.3	Review and revise settlement agreement.
Alvin Lindsay	10/15/2025	0.4	Review correspondence with OC regarding ongoing settlement negotiations and status and timing and confer with WT regarding same.
Arianna Razi	10/17/2025	0.3	Finalize settlement agreement for signature and draft correspondence to defense counsel regarding the same. Draft correspondence to client regarding the same.
Arianna Razi	10/27/2025	0.5	Draft joint stipulation to continue CMC.
Alvin Lindsay	10/28/2025	0.4	Review correspondence regarding joint stipulation to continue CMC and stipulation and confer with settlement team regarding same and approval hearing.
Arianna Razi	10/28/2025	0.3	Make additional revisions to joint stipulation to continue CMC. Draft correspondence to defense counsel regarding the same.
Arianna Razi	10/29/2025	0.2	Review defense counsel's revisions to joint stipulation to continue CMC. Draft correspondence in response and finalize joint stipulation for filing.
Arianna Razi	11/5/2025	0.4	Draft ILYM cover page for declaration in support of Motion for Preliminary Approval. Draft correspondence to ILYM regarding the same.
Arianna Razi	11/5/2025	0.4	Draft notice of motion of Motion for Preliminary Approval.
Arianna Razi	11/5/2025	0.7	Draft plaintiff's declaration in support of Motion for Preliminary Approval.
Arianna Razi	11/5/2025	0.7	Draft proposed order granting Motion for Preliminary Approval.

Alvin Lindsay	11/10/2025	0.4	Review joint stipulation to continue CMC and proposed order and correspondence regarding same and confirming filing and correspondence from settlement team regarding same.
Arianna Razi	11/17/2025	4.8	Draft EK's declaration in support of motion for preliminary approval.
Arianna Razi	11/18/2025	3.8	Draft memorandum of points and authorities in support of motion for preliminary approval.
Arianna Razi	11/25/2025	0.7	Review EK's revisions to memorandum of points and authorities in support of motion for preliminary approval. Make corresponding revisions to EK's declaration. Draft correspondence to defense counsel re: their review of the MPA papers.
Enoch Kim	11/25/2025	3.9	Review and revise preliminary approval motion documents.
Jonathan Morataya	11/25/2025	0.2	Contact Plaintiff regarding her Declaration and message AR.
Arianna Razi	12/15/2025	0.1	Draft correspondence to defense counsel re: status of review of MPA papers.
Arianna Razi	12/16/2025	0.6	Draft joint stipulation to continue CMC.
Arianna Razi	12/17/2025	0.1	Draft correspondence to defense counsel re: filing of MPA.
Arianna Razi	12/18/2025	0.8	Review and revise EK's declaration.
Arianna Razi	12/18/2025	0.2	Confer with EG regarding hearing dates. Draft correspondence to defense counsel regarding the same.
Arianna Razi	12/18/2025	0.2	Revise joint stipulation to continue CMC.
Arianna Razi	12/18/2025	0.1	Review correspondence from defense counsel. Draft correspondence in response re: hearing date and filing of MPA.
Arianna Razi	12/18/2025	0.1	Draft correspondence to client re: MPA hearing date.
Arianna Razi	12/18/2025	1.3	Review defense counsel's revisions to proposed order and memorandum of points and authorities. Incorporate their revisions into the motion papers.
Arianna Razi	12/18/2025	0.2	Draft correspondence to defense counsel re: joint stipulation to continue CMC.
Enoch Kim	12/18/2025	1.8	Review and revise approval motion; confer with AR re same.
Arianna Razi	12/19/2025	0.4	Finalize MPA docs for filing.

Alvin Lindsay	2/5/2026	0.4	Review correspondence from OC regarding settlement demand counter and confer with WT and review response. Address end goal and settlement range and case management.
Alvin Lindsay	4/8/2026	0.4	Review case management statement and correspondence regarding same and filing and service. Confer regarding status of settlement approval and wrongful termination case.
Arianna Razi	4/8/2026	1.4	Draft joint case management conference statement. Draft email to opposing counsel regarding the same.
Jose Lopez	4/10/2026	0.1	Case review meeting with settlements team re upcoming deadlines and hearings
Arianna Razi	4/16/2026	0.3	Speak to client on the phone re: case update. Draft email to client memorializing phone call.
Alvin Lindsay	4/27/2026	0.8	Review tentative ruling granting preliminary approval and confer and correspond with settlement team and SZ on timing of administration and final approval and conferring with administrator.
Arianna Razi	4/27/2026	0.3	Review Court's tentative ruling. Circulate tentative ruling to opposing counsel.
Arianna Razi	4/28/2026	0.2	Draft correspondence to client re: case update.
Arianna Razi	4/28/2026	0.3	Draft email to administrator re: preliminary approval.
Alvin Lindsay	5/6/2026	0.4	Review correspondence from administrator and timeline for notice period and final approval and from settlement team regarding same and approval.
Alvin Lindsay	5/8/2026	0.4	Review order granting motion for preliminary approval and correspondence regarding same with administrator and addressing timeline and class data and notice.
Arianna Razi	5/8/2026	0.2	Review Court's order granting MPA. Circulate order to adminsitrator.
Alvin Lindsay	5/11/2026	0.5	Review formatted class notice and correspondence with administrator and settlement team regarding approval and timing for mailing notice. Address status and timing of administration and final approval.
Arianna Razi	5/11/2026	0.4	Review and approve timeline and formatted class notice.

Jose Lopez	5/13/2026	0.2	Case review; prepare and draft memo re overview of approval motions submitted by county
Alvin Lindsay	5/18/2026	0.5	Review administration timeline and final revisions to Notice and review notice and correspondence regarding other approval motion documents and status and timing.
Arianna Razi	5/21/2026	0.2	Draft email to administrator re: class data.
Alvin Lindsay	5/26/2026	0.4	Review correspondence with administrator regarding finalizing Notice and revisions and addressing schedule for mailing and administration and final approval.
Arianna Razi	5/26/2026	0.4	Review preliminary calculations circulated by administrator. Provide feedback.
Arianna Razi	5/26/2026	0.3	Review and approve formatted notice and revised preliminary calculations.
Arianna Razi	6/4/2026	0.1	Follow up with administrator re: mailed notices.
Jonathan Morataya	6/16/2026	0.1	Reviewed case to identify pending tasks and potential work assignments. I communicated findings to Paralegal Manager for workload allocation and case support.
Alvin Lindsay	7/2/2026	0.4	Review correspondence from administrator regarding exclusions and objections and disputes and undeliverables and Report and confer regarding same.
Alvin Lindsay	7/10/2026	0.4	Review correspondence from administrator and Report addressing objections, exclusion requests, disputes, and undeliverable notices and confirm final approval timing.
Alvin Lindsay	7/17/2026	0.4	Review correspondence from administrator and Report addressing objections, exclusions, disputes and undeliverables and confer to confirm final approval dates and timing.
Alvin Lindsay	7/24/2026	0.4	Review correspondence and Report regarding status of administration and objections and exclusions and disputes. Review ROA and final approval timing.
Arianna Razi	7/24/2026	0.2	Review weekly report circulated by administrator.
Arianna Razi	7/31/2026	0.2	Review weekly report.
Arianna Razi	9/30/2026	0.2	Review inquiry from potential class member and forward email to administrator.

Jean Power	9/30/2026	0.2	Received and reviewed email from class member; fwd to SZ
Arianna Razi	10/8/2026	0.7	Review and revise administrator's declaration in support of MFA.
Anne Beuttel	10/9/2026	3.0	TREO data entry
Arianna Razi	10/15/2026	1.1	Draft plaintiff's declaration in support of MFA.
Arianna Razi	10/15/2026	1.5	Draft proposed order and judgment granting MFA.
Arianna Razi	10/15/2026	0.5	Begin drafting Enoch Kim's declaration in support of MFA.
Arianna Razi	10/15/2026	0.2	Draft correspondence to client re: last date worked.
Arianna Razi	10/16/2026	2.5	Draft notice of motion and memorandum of points and authorities in support of MFA.
Arianna Razi	10/16/2026	2.9	Continue drafting EK's declaration in support of MFA.
Enoch Kim	10/23/2026	2.0	Review final approval motion documents.
Arianna Razi	10/28/2026	1.4	Review attorney/paralegal time logs and insert lodestar information into MFA papers.

EXHIBIT 2

LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 3

Bardelmeier v. Land Ocean, Inc.

Litigation Costs

Service Date		Details		Provider		Amount
6/4/24		LWDA Letter		LWDA		$ 75.00
6/6/24		(Rejected) Summons and Complaint		Proceed		$ 11.33
6/14/24		(Corrected) Summons and Complaint		Proceed		$ 1,491.39
6/20/24		Process of Service - Summons and Complaint		Proceed		$ 128.75
6/24/24		LWDA Letter Postage		USPS		$ 21.02
6/28/24		Proof of Service of Summons		Proceed		$ 13.34
9/17/24		(Rejected) First Amended Complaint		Proceed		$ 11.33
9/26/24		Notice of Change of Address		Proceed		$ 13.34
10/9/24		Remote Appearance Payment Receipt (10.21.24)		nCourt		$ 27.50
10/10/24		NAR to First Amended Complaint; Plaintiff's Case Management Statement (10.21.24)		Proceed		$ 13.34
10/24/24		Mediation (1.8.24)		Law Offices of Darren M. Cohen, APC		$ 6,000.00
1/8/25		Expert Mediation Analysis		Berger Consulting Group		$ 11,375.00
3/19/25		Stipulation & Proposed Order		Proceed		$ 33.94
3/21/25		Remote Appearance (3.24.25)		nCourt		$ 28.88
3/24/25		Notice of Association		Proceed		$ 13.34
4/8/25		First Amended Complaint		Proceed		$ 13.34
9/3/25		Stipulation & Proposed Order		Proceed		$ 34.10
9/9/25		Remote Appearance		nCourt		$ 16.28
11/10/25		Stipulation & Proposed Order		Proceed		$ 34.10
12/19/25		Motion for Preliminary Approval		Proceed		$ 96.20
4/8/26		Case Management Statement		Proceed		$ 13.34
4/22/26		Remote Appearance (4.28.26)		Courtcall		$ 31.00
4/28/26		Case Management Statement		Proceed		$ 13.40
4/28/26		Re-Filed Case Management Statement		Proceed		$ 13.40
5/15/26		Notice of Entry of Judgment		Proceed		$ 13.40
FUTURE		Motion for Final Approval		Proceed		$ 96.20
FUTURE		Notice of Entry of Judgment		Proceed		$ 13.34
FUTURE		Admin Declaration Re Distribution of Funds		Proceed		$ 13.34
				Total		**$ 19,658.94**

EXHIBIT 4

EXHIBIT 5

Docusign Envelope ID: 3E0D7129-8C3C-4582-8CB8-90FC4869C5C9

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

JULIE M. BARDELMEIER, an individual, on behalf of herself and others similarly situated, Plaintiff vs. LAND OCEAN, INC., a California Corporation; and DOES 1 through 50, inclusive, Defendants	Case No. S-CV-0052963 CLASS ACTION Assigned for all purposes to: Hon. Leon Dixson Dept.: 40 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT** Original Complaint filed: June 6, 2024 First Amended Complaint filed: April 7, 2025 Trial: None Set

Docusign Envelope ID: 3E0D7129-8C3C-4582-8CB8-90FC4869C5C9

This "Class Action and PAGA Settlement Agreement" ("Agreement") is made by and between plaintiff Julie M. Bardelmeier ("Plaintiff") and Land Ocean, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

1.1 "Action" means Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Julie M. Bardelmeier v. Land Ocean, Inc.*, filed on June 6, 2024, in Placer County Superior Court.

1.2 "Aggrieved Employee" means all non-exempt, hourly-paid employees that worked for Defendant in California during the PAGA Period (i.e. the period from June 4, 2023 through March 10, 2025).

1.3 "Class" means all non-exempt, hourly-paid employees that worked for Defendant in California during the Settlement Class Period (i.e. the period from June 6, 2020, through March 10, 2025).

1.4 "Class Counsel" means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Jean Power, and Arianna Razi of D.Law, Inc.

1.5 "Class Counsel Fees Payment" means an award of attorneys' fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to $128,333.33.

1.6 "Class Counsel Litigation Expenses Payment" means the amount allocated from the Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs incurred in the Action, not to exceed $20,000.00. If the Class Counsel Litigation Expenses Payment is less than $20,000.00, the difference will remain in the Net Settlement Amount to be distributed to the Class Members.

1.7 "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, email address, telephone number, Social Security number, hire dates, and termination date.

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1.8 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.10 "Class Notice" means the Court approved Notice of Settlement and Hearing Date for Final Approval, with a Spanish translation, to be mailed to Class Members and as attached at Exhibit A and incorporated by reference into this Agreement.

1.11 "Class Representative" means the named Plaintiff Julie M. Bardelmeier, in the Action seeking Court approval to serve as a Class Representative.

1.12 "Class Representative Enhancement Award" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.13 "Court" means the Superior Court of California, County of Placer.

1.14 "Defendant" means named Defendant Land Ocean, Inc.

1.15 "Defense Counsel" means Alexander M. Medina and Mayra D. Sandoval of Medina McKelvey LLP.

1.16 "Effective Date" means the date by which all of the following have occurred: (a) the Court enters Judgment upon Final Approval; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.17 "Final Approval" means the Court's order granting final approval of the Settlement.

1.18 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

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1.19 "Gross Settlement Amount" means $385,000.00 (Three Hundred Eighty-Five Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

1.20 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.21 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.22 "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.24 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

1.27 "Operative Complaint" means the operative "First Amended Complaint" filed in the Action on April 7, 2025.

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

1.29 "PAGA Period" means the period from June 4, 2023 through March 10, 2025.

1.30 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

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1.31 "PAGA Notice" means Plaintiff's June 4, 2024 letter to LWDA and the Defendant providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.32 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($40,000.00), allocated 25% to the Aggrieved Employees ($10,000.00) and 75% to LWDA ($30,000.00) in settlement of PAGA claims.

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

1.34 "Plaintiff" means Julie M. Bardelmeier, the named plaintiff in the Action.

1.35 "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

1.36 "Released Class Claims" means the class claims being released on the Release Effective Date and as described in Paragraph 5.2 below.

1.37 "Released PAGA Claims" means the PAGA claims being released on the Release Effective Date as described in Paragraph 5.3 below.

1.38 "Released Parties" means: Defendant and all of Defendant's former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns.

1.39 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

1.40 "Response Deadline" means forty-five (45) days after the Settlement Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom the Class Notice is resent after having been returned undeliverable to the Settlement Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to provide an appropriate response.

1.41 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

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1.42 "Settlement Administrator" means ILYM Group ("ILYM"), and ILYM is the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.43 "Settlement Administration Costs" means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator's "not to exceed" bid the parties received from ILYM for $8,950.00.

1.44 "Settlement Class Period" means the period from June 6, 2020, through March 10, 2025.

1.45 "Workweek" means any week, as calculated in this paragraph, during the Class Period which a Class Member worked for Defendant. Workweeks shall be calculated as follows: total number of hours worked, divided by 6 (the average hours worked in a shift rounded), then divided by 5 (number of work days in a workweek). To qualify as hours worked during the Class Period, the Class Member must have time worked recorded in Defendant's time and payroll system. Time paid, but not worked, such as vacation, medical leave, or any other type of unpaid time off, does not qualify.

2. **RECITALS.**

2.1 On June 6, 2024, Plaintiff commenced the 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) Failure to Provide Suitable Seating Under Labor Code § 1198; (4) Meal Period Violations Under Labor Code § 512 and § 226.7; (5) Rest Period Violations Under Labor Code § 226.7; (6) Failure to Provide Accurate and Itemized Wage Statements Under Labor Code § 226; (7) Violation of Labor Code § 221 (Unlawful Deductions); (8) Labor Code § 204 (Timely Payment of Wages); (9) Violation of Labor Code § 203 (Timely Payment of Wages at Termination); (10) Violation of Labor Code § 245 and § 246 (Accurate Payment of Paid Sick Time); (11) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (12) Violation of Business & Professions Code §17200 *et seq*. On June 4, 2024, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1032089-24). On April 7, 2025, after the 65-day statutory period

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passed and after Plaintiff received leave to file an amended complaint by the Court, Plaintiff filed her First Amended Complaint (Operative Complaint), which added claims for penalties under PAGA, Labor Code §2698 *et seq*.

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

2.3 On January 8, 2025, the Parties participated in a mediation presided over by mediator Darren Cohen and were able to reach an agreement on general settlement terms. The Parties' agreement was memorialized thereafter in a Memorandum of Understanding.

2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action, including speaking to current and former employees of Defendant regarding Defendant's employment policies and practices. Prior to mediation, Plaintiff also obtained and analyzed 100% sampled production of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*., 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk*/*Kullar*").

2.5 The Court has not granted class certification.

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

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay $385,000.00 ("Gross Settlement Amount") on a non-reversionary basis. The Gross Settlement Amount does not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which Defendant will pay separately.

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3.2 Schedule for Payment of the Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Settlement Administrator no later than fifteen (15) days after the Effective Date.

3.3 Cure Period, Interest Clause: If Defendant fails to make any payment of the Gross Settlement Amount by the deadlines set forth in Paragraph 3.2 and pursuant to the Settlement Administrator's payment timeline, and such failure continues for more than thirty (30) days after written notice from the Settlement Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will incur interest at the statutory rate for a judgment for wage under California law. Any such interest accrued will be distributed pro rata to the Participating Class Members or otherwise as the Court directs. Defendant shall have no power over transferred funds, or to alter the schedule set forth in Paragraph 3.2 of this Agreement, absent court order. Any dispute between the Parties as to the meaning and/or application of Paragraph 3.2 will be submitted to the Court. No interest will accrue during the time that any Paragraph 3.2 issue is submitted to and is before the Court.

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

3.4.1 To Plaintiff: A payment for the Class Representative Enhancement Award to the Class Representative, Julie M. Bardelmeier, of not more than $10,000.00 (Ten Thousand Dollars and Zero Cents) in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Enhancement Award that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Award. If the Court approves a Class Representative Enhancement Award less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Settlement

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Administrator will pay the Class Representative Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Enhancement Award.

3.4.2 To Class Counsel: A Class Counsel Fees Payment of one-third of the Gross Settlement Amount, which is currently estimated to be $128,333.33, and a Class Counsel Litigation Expenses Payment for actual costs incurred. Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion requesting Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms.

3.4.3 To the Settlement Administrator: A Settlement Administration Costs payment not to exceed $8,950.00 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Costs are less or the Court approves payment of less than $8,950.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.4.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

3.4.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80%

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of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.4.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $40,000.00 will be paid from the Gross Settlement Amount, with 75% ($30,000.00) allocated to the LWDA PAGA Payment and 25% ($10,000.00) allocated to the Individual PAGA Payments. Aggrieved Employees cannot opt out of the PAGA portion of the Settlement.

3.4.5.1 The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of $10,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Workweeks and PAGA Pay Periods. Defendant estimates that there are **447** Class Members who collectively worked a total of **18,200** Workweeks during the Settlement Class Period, and **201** Aggrieved Employees who worked a total of **4,359** PAGA Pay Periods during the PAGA Period.

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

4.3 Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of employer-side payroll taxes by transmitting the funds due to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4.4.1 The Settlement Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void Date"). The Settlement Administrator will cancel all checks not cashed by the Void Date. The Settlement Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Settlement Administrator will send checks for Individual PAGA

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Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Settlement Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

5. **RELEASES OF CLAIMS**. Upon the Effective Date and the date Defendant fully funds the Gross Settlement Amount, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences up to the

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date of Plaintiff's execution of this Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and the PAGA Notice to the LWDA; (c) any claims arising out of her employment by Defendant ("Plaintiffs' Release"). Plaintiff's Release does not extend to any claims under the Fair Employment and Housing Act, California Family Rights Act, and wrongful termination in violation of public policy or any of the claims articulated in Plaintiff's Right To Sue Letter dated December 15, 2024 (CRD Matter Number: 202412-27425016) ("Preserved Claims"). Plaintiff's Release also does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or to any claims arising after the date of Plaintiffs' execution of this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, and excluding the Preserved Claims in Paragraph 5.1 above, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint ("Released Class Claims"), including claims for unpaid minimum wage payments, regular wages,

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overtime wages; failure to pay overtime at the regular rate of pay; failure to pay wages during employment; failure to pay all wages due upon separation of employment; failure to provide suitable seating; failure to maintain and provide accurate records; meal and rest break violations; failure to pay meal and rest break premiums; wage statement violations; failure to pay sick leave wages and pay sick leave wages at the correct rate; failure to reimburse for necessary business expenditures; claims for unlawful deductions; claims for unlawful tip pooling; claims for civil and statutory penalties, interest, liquidated damages, attorney's fees and costs; claims under California Labor Code sections 201, 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.2, 226.7, 245, 246, 248.1, 248.2, 248.5, 351, 432.5, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2926, 2927, and applicable Industrial Welfare Commission Wage Orders; and unfair competition claims under California Business & Professions Code sections 17200-17204. The Released Class Claims are those that accrued during the Settlement Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notice to the LWDA ("Released PAGA Claims"), including claims for civil penalties for violations of Labor Code sections 201, 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 245, 246, 248.1, 248.2, 248.5, 351, 432.5, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2698 *et seq.*, 2926, 2927, and applicable Industrial Welfare Commission Wage Orders. The Released PAGA Claims are those that accrued during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Defendant's Statement of Non-Opposition in Support of Preliminary Approval. Defendant may file a statement of non-opposition in support of preliminary approval to be filed with or after the Motion for Preliminary Approval documents.

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

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

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person

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

7. **SETTLEMENT ADMINISTRATION.**

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

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

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

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the Class Data, the Settlement Administrator will send to all Class

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Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notice, the Settlement Administrator shall update Class Member addresses using the National Change of Address Database.

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

7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

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7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class portion of the Settlement must send the Settlement Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 (forty-five) days after the Settlement Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who

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are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five) days after the Settlement Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Settlement Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Settlement Administrator must do so not later than 45 (forty-five) days after the Settlement Administrator's mailing of the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Settlement Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement; Motion for Preliminary Approval; Preliminary Approval; Class Notice; Motion for Final Approval; motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Enhancement Award; the Final Approval; and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

7.8.3 Weekly Reports. The Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Settlement

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Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Settlement Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Settlement Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

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

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

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Defendant estimated that **447** Class Members collectively worked a total of **18,200** Workweeks from June 6, 2020, through January 8, 2025. If the total number of Workweeks in the Settlement Class Period is calculated

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to be more than 10% higher (i.e., more than 1,820 Workweeks higher), then the Gross Settlement Amount is to be increased proportionally by the Workweeks in excess of 20,020 Workweeks. For example, if the total Workweeks for the applicable period are 20,202, representing an eleven percent (11%) increase in the number of Workweeks, then the Gross Settlement Amount will increase by one percent (1%). If this provision is triggered, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. Alternatively, if this provision is triggered, Defendant may choose not to increase the Gross Settlement Amount, and instead, Defendant may choose to end the Class Period on an earlier date that results in a Workweek count that does not exceed 20,020.

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

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

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no

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later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless

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expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Judgment, sharing, on a 50-50 basis, any additional Settlement Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

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

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person

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to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of

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any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of mediator Darren Cohen for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

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

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

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

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

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

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

12.16 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

D.LAW, INC.
David Yeremian
d.yeremian@d.law
Alvin B. Lindsay
a.lindsay@d.law
Enoch J. Kim
e.kim@d.law
Jean Power
j.power@d.law
Arianna Razi
a.razi@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

MEDINA McKELVEY LLP
Alexander M. Medina
alex@medinamckelvey.com
Mayra D. Sandoval
mayra@medinamckelvey.com
925 Highland Pointe Drive, Suite 300
Roseville, CA 95678
Telephone: (916) 960-2211
Fax: (916) 742-5488

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

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

12.19 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 (ninety) days after the date when the Court discharges the Settlement Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Settlement Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

12.21 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and

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Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: 10/17/2025

DocuSigned by:
1EB0AC2163444EE...

Plaintiff Julie M. Bardelmeier

DATED: _____

_____

Defendant Land Ocean, Inc.

By: _____

Position: _____

Approved by counsel:

DATED: October 17, 2025

D.LAW, INC.

BY: _____

David Yeremian
Alvin Lindsay
Enoch J. Kim
Jean Power
Arianna Razi
Counsel for Plaintiff Julie M. Bardelmeier

DATED: October __, 2025

MEDINA McKELVEY LLP

BY: _____

Alexander M. Medina
Mayra D. Sandoval
Attorneys for Defendant Land Ocean, Inc.

Docusign Envelope ID: E7C04302-4BA0-442E-AE03-0A2FE8603007

Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: _____

_____
Plaintiff Julie M. Bardelmeier

DATED: 11/14/2025

DocuSigned by:
Mark Platt
F3FE9BE5DC50441...

Defendant Land Ocean, Inc.

By: Mark Platt

Position: mp

Approved by counsel:

DATED: October __, 2025

D.LAW, INC.

BY: _____
David Yeremian
Alvin Lindsay
Enoch J. Kim
Jean Power
Arianna Razi
Counsel for Plaintiff Julie M. Bardelmeier

DATED: November 21, 2025

MEDINA McKELVEY LLP

BY: _____
Alexander M. Medina
Mayra D. Sandoval
Attorneys for Defendant Land Ocean, Inc.

EXHIBIT A

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

Julie M. Bardelmeier v. Land Ocean, Inc., No. S-CV-0052963

The Placer County Superior Court authorized this notice. Read it carefully! It is 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 Land Ocean, Inc. ("Land Ocean") for alleged wage and hour violations. The Action was filed by former employee, Julie M. Bardelmeier ("Plaintiff") and seeks payment of (1) unpaid wages and other relief for a class of non-exempt, hourly-paid employees ("Class") that worked for Land Ocean during the Settlement Class Period (June 6, 2020 through March 10, 2025); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt, hourly-paid employees that worked for Land Ocean during the PAGA Period (June 4, 2023 through March 10, 2025) ("Aggrieved Employees")

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

Based on Land Ocean'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 Land Ocean'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 Land Ocean's records showing that **you worked _____ Workweeks during the Settlement Class Period and you worked _____ PAGA Pay Periods during the PAGA Period**. If you believe that you worked more Workweeks and/or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. For purposes of this Settlement, a Workweek has been calculated by dividing total hours worked by 6 (the average hours worked in a shift rounded), and dividing by 5 (the number of work days in a workweek).

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Class 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 Land Ocean to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Land Ocean.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Land Ocean for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class Settlement. You will retain the right to pursue your own legal claims against Land Ocean. However, even

	if you exclude yourself from the Class Settlement, you will still receive a portion of the PAGA Settlement and be bound by it.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Land Ocean for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS	Challenge your number of Workweeks and/or PAGA Pay Periods listed in this Class Notice and supply any supporting evidence. If you challenge your Workweeks and/or PAGA Pay Periods, you will still be part of the Settlement and will give up rights to sue Land Ocean for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Land Ocean's records indicate that you worked for Land Ocean at some point(s) between June 6, 2020 through March 10, 2025 and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the lawsuit, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Settlement Class Period. The Settlement will also resolve claims for civil penalties brought under PAGA. If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Land Ocean during the "PAGA Period," which is June 4, 2023 through March 10, 2025.

If the Court grants Final Approval to the Settlement, a Settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to keep your address up to date with the Settlement Administrator at all times (the Settlement Administrator's contact information can be found in Section 12).

This Class Notice explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the lawsuits is the Placer County Superior Court, and the case is named, "*Julie M. Bardelmeier v. Land Ocean, Inc.*" No. S-CV-0052963. The person who sued, Julie M. Bardelmeier, is the Plaintiff, and the company she sued, Land Ocean, Inc., is the Defendant.

2. WHAT ARE THE LAWSUITS ABOUT?

The Plaintiff in the lawsuit claims that Defendant: (1) failed to pay workers for all minimum wages owed; (2) failed to pay workers for all overtime hours worked; (3) failed to provide workers suitable seating; (4) failed to provide workers with lawful meal periods; (5) failed to provide workers with lawful rest periods; (6) failed to provide workers with accurate itemized wage statements; (7) made unlawful deductions from wages; (8) failed to timely pay wages due; (9) failed to timely pay wages upon termination; (10) failed to provide workers paid sick leave at the regular rate of pay; (11) failed to reimburse workers for necessary business expenses; and (12) violated California's Unfair Competition Law. In addition, the Plaintiff is seeking to recover civil penalties pursuant to PAGA for alleged violations of the California Labor Code by Defendant, based on the allegations above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called a Class Representative (in this case, the Plaintiff) sue on behalf of all employees who they contend have similar claims. All of these employees are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes she would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of proceedings leading up to a trial, a trial, the risk of losing the right to a trial or at trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff and Class Counsel believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Class Notice, you are a Class Member for settlement purposes. The Class includes: All non-exempt, hourly-paid employees that worked for Defendant in California at any time from June 6, 2020, through March 10, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of $385,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees of $128,333.33 and reimbursement of costs incurred to prosecute the Action, which is currently estimated not to exceed $20,000.00; a Class Representative Enhancement Award of $10,000.00 to Plaintiff (for her work and efforts prosecuting this case); a PAGA Penalties payment of $40,000.00 to resolve the PAGA claims; and Settlement Administration Costs to ILYM Group, estimated at $8,950.00. The exact amount of the Class Counsel's Fees Payment and Litigation Expenses Payment, Class Representative Enhancement Award, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately $**177,716.67**. The NSA will be apportioned and paid out as Individual Class Payments to the Participating Class Members, who are the Class Members who have not submitted a valid request for exclusion from the Class Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a $40,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or $30,000.00, will be paid to the

California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or $10,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

Individual Class Payment: An approximation of your Individual Class Payment appears on the first page of this Class Notice and is based on the number of Workweeks you worked, as represented in Defendant's records, in comparison to other employees during the period from June 6, 2020, through March 10, 2025.

Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from June 4, 2023 through March 10, 2025 ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Aggrieved Employees will receive a portion of the PAGA settlement, even if they submit a valid Request for Exclusion from the Settlement. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator.

Your total estimated PAGA Pay Periods is _____. Based on that, your anticipated Individual PAGA Payment is _____.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please submit a challenge and provide any supporting evidence to the Settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a final fairness hearing on _____ __, 2026, to decide whether to finally approve the Settlement. If the Court finally approves the Settlement, the Settlement Administrator will mail out payments within 30 days of the Court entering judgment upon final approval. However, there could be appeals which delay the Settlement administration process. It is also uncertain whether these appeals can be resolved, and resolving them could take a long time. For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant's

former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns ("Released Parties"):

Released Class Claims: Upon the Effective Date and the date Defendant fully funds the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint ("Released Class Claims"), including claims for unpaid minimum wage payments, regular wages, overtime wages; failure to pay overtime at the regular rate of pay; failure to pay wages during employment; failure to pay all wages due upon separation of employment; failure to provide suitable seating; failure to maintain and provide accurate records; meal and rest break violations; failure to pay meal and rest break premiums; wage statement violations; failure to pay sick leave wages and pay sick leave wages at the correct rate; failure to reimburse for necessary business expenditures; claims for unlawful deductions; claims for unlawful tip pooling; claims for civil and statutory penalties, interest, liquidated damages, attorney's fees and costs; claims under California Labor Code sections 201, 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.2, 226.7, 245, 246, 248.1, 248.2, 248.5, 351, 432.5, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2926, 2927, and applicable Industrial Welfare Commission Wage Orders; and unfair competition claims under California Business & Professions Code sections 17200-17204. The Released Class Claims are those that accrued during the Settlement Class Period.

Released PAGA Claims: Upon the Effective Date and the date Defendant fully funds the Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notice to the LWDA ("Released PAGA Claims"), including claims for civil penalties for violations of Labor Code sections 201, 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 245, 246, 248.1, 248.2, 248.5, 351, 432.5, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2698 *et seq.*, 2926, 2927, and applicable Industrial Welfare Commission Wage Orders. The Released PAGA Claims are those that accrued during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator, by fax, email, or mail, a written and signed Request for Exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and email address or telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the Settlement Administrator at:

ILYM Group
Bardelmeier v. Land Ocean, Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the lawsuit, except as it relates to Settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (June 4, 2023 through March 10, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

13. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that D.Law, Inc. is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below.

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
Jean Hopkins Power (SBN 326509)
j.power@d.law
Enoch J. Kim (SBN 2611716)
e.kim@d.law
Arianna Razi (SBN 356930)
a.razi@d.law
250 N Madison Ave., 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469

14. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve $128,333.33 (or 1/3 of the total settlement) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek reimbursement of costs incurred in the Action, currently estimated not to exceed $20,000.00. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff Julie M. Bardelmeier in the amount of $10,000.00 in addition to her Individual Class Payment for the initiative, risk, and time and energy she has spent in service to the Class as Class Representative. The Court may award the Class Representative less than what she has requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

15. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection.

Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, 2025, at the following address:

ILYM Group
Bardelmeier v. Land Ocean, Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

16. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you are a Participating Class Member.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from the Class Settlement. If you submit both an objection and a request to be excluded from the Settlement, the request to be excluded will control and you will not get any money from this Settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

17. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ __, 2026 in Department 42 of the Placer County Superior Court located at 10820 Justice Center Drive, Roseville, California 95678, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Enhancement Award and the Class Counsel Fees Payment and Litigations Expenses Payment.

18. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you sent your written objection to the Settlement Administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

19. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, ILYM Group, by calling toll free 1-800_____, or you can write to the Settlement Administrator at the following address:

ILYM Group
Bardelmeier v. Land Ocean, Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

PLEASE DO NOT TELEPHONE THE COURT OR LAND OCEAN, INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL LISTED OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.