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Attorneys for PLAINTIFFS
Abraham Cruz and Romel Flores

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

Abraham Cruz and Romel Flores,

Plaintiffs,

v.

G2 Secure Staff, L.L.C. and DOES 1 through
50,

Defendants.

Case No. CGC-24-618514

**DECLARATION OF ARLO URIARTE
IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: September 9, 2025

Time: 9:30 a.m.

Dept: 302

Judge: Hon. Joseph M. Quinn

Complaint Filed: September 30, 2024

Trial date: not set.

1 I, Arlo Garcia Uriarte, declare as follows:

2 1. I am the managing attorney at Liberation Law Group, P.C., and I have represented
3 Plaintiffs Abraham Cruz and Romel Flores (“Plaintiffs”) throughout this matter against
4 Defendant G2 Secure Staff, L.L.C. (“Defendant” or “G2”). I have personally overseen the
5 factual investigation, legal strategy, and settlement negotiations in this case. Unless otherwise
6 stated, the facts herein are based on my direct involvement and knowledge. If called to testify I
7 could and would do so competently.

8 2. Our firm took this matter on a pure contingency basis. Plaintiffs signed our standard
9 agreement providing for a one-third fee if the matter resolved before trial. We did not receive
10 any retainer, and our ability to recover any fees or costs depended entirely on obtaining a
11 successful result. At no point have we received hourly compensation in any wage-and-hour
12 class or representative action. We assumed full financial risk in this case, including advancing
13 costs and dedicating staff time, with no assurance of recovery.

14 3. My review of documents produced by Defendant, including policy materials, internal
15 headcount summaries, and timekeeping records, confirmed that G2 operates as a national
16 provider of ground-based aviation services. Their California workforce includes over seventy
17 distinct job classifications, many of which operate under different scheduling structures,
18 locations, and supervisors. Plaintiffs, for example, were wheelchair attendants based at SFO and
19 operated under highly specific workflow constraints.

20 4. In advance of mediation, we requested and received key data from Defendant,
21 including total employee headcount within the PAGA period, the number of pay periods, job
22 titles, and payroll/timekeeping samples. This was not formal discovery; it was exchanged as
23 part of informal, pre-mediation diligence. The records helped us evaluate both the numerical
24 scope of potential violations and the feasibility of using representative sampling to estimate
25 penalty exposure. G2 identified approximately 3,804 employees within the PAGA Group,
26 covering an estimated 63,821 pay periods during the PAGA Period.

27 5. Plaintiffs provided contact information for a number of their former coworkers. We
28 used this information to conduct interviews with multiple aggrieved employees and to draft

1 declarations capturing their firsthand accounts. These declarations were instrumental in
2 clarifying how and when violations occurred and how they varied across job roles and
3 terminals. Ultimately, we gathered seven declarations from workers who described both
4 historical and ongoing break violations with sufficient specificity to assess practical exposure.

5 6. On March 13, 2025, the parties participated in a full-day, in-person mediation with
6 Lisa Klerman. I, and my colleague Nick Aguilar, attended on behalf of Plaintiffs and negotiated
7 directly with defense counsel. Plaintiffs attended the mediation virtually. Following a
8 comprehensive review of the data and declarations described above, we reached an agreement
9 in principle to resolve the PAGA claims. I then supervised the drafting of the long-form
10 settlement. On April 15, 2025, we amended the complaint to reflect the settlement scope and
11 ensure the pleadings aligned with the release.

12 7. To evaluate the reasonableness of the proposed settlement, I compared the \$640,000
13 amount to the penalty exposure we estimated based on time/payroll records and employee
14 declarations. We weighed that figure against G2's legal arguments, workforce composition, and
15 the inherent challenges in managing a representative case involving over 70 job classifications.
16 Our valuation process focused not on theoretical maximums but on practical, risk-adjusted
17 figures supported by actual evidence.

18 8. After reviewing the statutory framework and declarations, I advised Plaintiffs to
19 center the penalty analysis on rest and meal break violations. The other claims—wage
20 statements, waiting time, and unpaid wages tied to missed breaks—were either derivative or
21 presented minimal standalone exposure. Business expense allegations were present, but
22 appeared limited both in frequency and financial value. We decided not to assign independent
23 penalty value to claims that lacked either volume or direct evidence.

24 9. Several of the declarants noted, and G2 later confirmed, that employees were issued
25 meal period premiums when attestations were submitted regarding missed breaks. I viewed this
26 as a mitigating factor and advised discounting potential penalties accordingly. I believe this
27 practice reduced the likelihood that a court would award maximum penalties under PAGA, and
28 it informed my recommendation to value meal period penalties at a substantially reduced rate.

1 10. I relied on the seven declarations we obtained to assess the scope and regularity of
2 violations. Each declarant described repeated rest break violations, often involving on-duty
3 waiting periods mislabeled as “breaks.” Meal period violations were also described but
4 appeared less uniform. Based on this distinction, I assigned full value to rest break penalties and
5 a significant discount to meal period penalties in our exposure modeling.

6 11. In nearly every interview, workers described being expected to remain on call
7 during their rest periods, often stationed at gate areas and actively monitoring arrivals. They
8 lacked meaningful opportunities to step away. These patterns were attributed to persistent
9 understaffing, lack of relief coverage, and operational demands from flight schedules. In my
10 judgment, the declarations demonstrated systemic noncompliance on the rest break issue.
11 However, I realize we interviewed only a limited number of Plaintiffs’ personal contacts which
12 may have introduced selection bias, as these contacts were not randomly selected and may not
13 reflect the full diversity of the PAGA group’s experiences.

14 12. While meal period violations were common historically, typically involving
15 delayed or combined breaks, several declarants reported that the situation had improved in
16 recent months. Some confirmed that G2 had begun issuing premiums and that scheduled breaks
17 were more routinely honored. I interpreted these developments as evidence that the lawsuit was
18 exerting pressure on G2 to change its practices.

19 13. During mediation and related discussions, Defendant emphasized that its written
20 policies complied with California law and had been vetted by counsel. G2 pointed to
21 onboarding materials and training protocols, and claimed that its timekeeping system triggered
22 premium pay automatically based on employee attestations. While these policies alone do not
23 resolve liability, I recognized that they might influence a court’s decision on penalty reductions
24 under Labor Code section 2699(e).

25 14. G2 also raised the issue of preemption under the Railway Labor Act. Specifically,
26 they asserted that many aggrieved employees were subject to CBAs and that litigating break
27 claims would require interpreting those agreements. I understood this to be a serious argument;
28 if accepted, it would bar state-law enforcement of PAGA penalties for those workers and

1 eliminate a portion of the penalty group.

2 15. Furthermore, G2 contended that its wage statements were fully compliant and
3 reflected any earned premiums. If true, this would make it difficult to pursue penalties under
4 section 226, especially since section 2699(i) now limits stacking derivative penalties. I found
5 this argument plausible and advised against assigning independent penalty value to this claim.

6 16. G2 argued that Plaintiffs' experiences at SFO may not represent the broader
7 workforce, citing variation in job duties, terminals, and supervisory oversight. While I believe
8 we had strong evidence of systemic break violations, I acknowledged that the defense could
9 challenge representativeness at trial and that this could weaken our claims in front of a
10 factfinder.

11 17. Concurrent with the filing of this motion, I uploaded the settlement documents and
12 all supporting materials to the LWDA website for review, in compliance with Labor Code
13 section 2699(l)(2). We will file a proof of service shortly thereafter.

14 18. Since 2004, I have focused on employment law litigation on the plaintiff's side. I
15 have handled numerous wage and hour class actions and garnered a particular familiarity and
16 knowledge regarding the following class issues: litigation practices, certification issues, case
17 law, statutory construction, employer practices, employee needs, employee working conditions,
18 and more.

19 19. I have represented employees in complex wage and hour litigation since 2004,
20 with a focus on class and representative enforcement. I've personally served as lead or co-lead
21 counsel in dozens of approved settlements involving meal/rest violations, overtime, minimum
22 wage issues, and PAGA enforcement. A detailed list of these matters is shown directly below.
23 Based on this experience, I believe the settlement reached here compares favorably to similar
24 resolutions, both in substance and structure.

- 25 • *Canlas v. Aircraft Service International, Inc.* case no. 16-cv-02355-JSW (U.S.
26 District Court, Northern District of California);
- 27 • *Conchas v. French Redwood, Inc.* case no. 17CIV04276 (San Mateo Superior
28 Court), meal and rest break compensation case against a hotel operator;

- 1 • *Farmer v FHR San Francisco Operations, LLC*, San Francisco Superior Court,
2 CGC-20-588472 (failure to pay all hours worked, overtime, and failure to provide
3 meal and rest periods case against a renowned hotel; settlement achieved and
4 approved);
- 5 • *Castro v Black Angus Steak Houses, LLC*, Alameda Superior Court, RG19042157,
6 (failure to pay all hours worked, overtime, failure to provide meal and rest periods
7 and unpaid expenses case against a famous steakhouse; settlement achieved and
8 approved);
- 9 • *Herrada v McWane, Inc.*, Alameda Superior Court, RG21103064, failure to pay all
10 hours worked, overtime, failure to provide meal and rest periods case against a cast
11 ductile iron manufacturer;
- 12 • *Lopez v. Peak California Restaurant Group, LLC*, Contra Costa Superior Court,
13 C20-00497, failure to pay all hours worked, overtime, failure to provide meal and
14 rest periods; case against a popular restaurant chain;
- 15 • *Melendez v Genesis Building Services, Inc.*, San Mateo Superior Court,
16 20CIV00453, failure to pay all hours worked, overtime, failure to provide meal and
17 rest periods; and unpaid expenses case against a janitorial services company;
- 18 • *Sanchez v. Atherstone Foods, Inc.*, Contra Costa Superior Court, C20-01999, failure
19 to pay all hours worked, unpaid minimum wage, overtime, failure to provide meal
20 and rest periods; and unpaid expenses case against fresh food production company;
- 21 • *Romero v Taquerias el Farolito, Inc.*, San Francisco Superior Court, CGC-19-
22 577957, failure to pay all hours worked, unpaid minimum wage, overtime, failure to
23 provide meal and rest periods; and unpaid expenses case against a Mexican food
24 chain restaurant;
- 25 • *Aldana v. Wayfare Manager, LP*, San Francisco Superior Court, CGC-19-576943,
26 meal and rest period violations case against a popular restaurant;
- 27 • *Barragan v. Land & Sea Restaurants, LLC*, San Francisco Superior Court, CGC-18-
28 571989, failure to pay all hours worked, overtime, failure to provide meal and rest

periods; case against a restaurant;

- *Glover v Hallmark Aviation Services*, San Francisco Superior Court, CGC-18-571984, failure to pay all hours worked, overtime, failure to provide meal and rest periods case against a company that offers different services to airports and airlines;
- *Bailon v Forge Pizza*, Alameda Superior Court, RG16811165, meal and rest period violations case against a pizza restaurant;
- *Osorio v Mezzetta*, Napa County Superior Court, 17CV001321, unpaid wages, breaks, off-the-clock work by fruit and vegetable bottling company;
- *Rowland v Cucagna dba Zuni Café*, San Francisco Superior Court, CGC-16-555127, unpaid wages and breaks compensation case against popular café;
- *Concepcion v. DFS Group, L.P.*, case no. CGC-15-548698 (San Francisco Superior Court) \$1,575,000 total settlement fund; 760 settlement class members; wage and hour class action mostly about unpaid meal and rest period premiums with an unpaid wages element as well;
- *Jakosalem v. Air Serv Corporation* (U.S. District Court, Northern District of California Case No. 3:13-cv-05944-SI (unpaid minimum wage, overtime, and failure to provide meal and rest periods; class action settlement achieved and approved by the court);
- *Mul-May v. The Slanted Door, Inc.*, San Francisco County Case No. CGC-13-535967 (allegations of meal and rest period violations and unpaid gratuities);
- *Mungia v. Liz Palacios Designs, Inc.*, San Francisco County Case No. CGC-06-455942, (unpaid minimum and overtime wages, meal and rest period violations, and unpaid expenses, settlement achieved and approved);
- *Keo v. North Coast Couriers Inc.*, Alameda County Case No. RG06251806 (independent contractor misclassification of courier drivers, settlement achieved and approved);
- *Navarro v. Servisair*, United States District Court Case No. CV-08-2716-MHP (non-payment of wages and rest break violations, settlement achieved and

approved);

- *Chavez v. J.R. Produce; Chavez v. UPG*, San Mateo County Case No. 474121 & 515853 (off-the-clock work, meal and rest breaks and failure to reimburse uniform expenses; fraudulent transfer);
- *Bonilla v. Café de la Presse*, San Francisco Superior Court Case No. CGC-11-511482 (meal periods, rest breaks and gratuities, settlement achieved and approved);
- *Chavez v United Prosperity Group*, San Mateo Superior Court Case No. 515853 (trial on successor liability; fraudulent transfer action for the class claims and judgment);
- *Gutierrez v. HWA May Market, Inc.*, San Francisco Superior Court Case No. CGC-13-535590 (wage and hour class action, settlement achieved and approved by the court);
- *Espinoza v. Pleasanton Car Wash Inc.*, Alameda Superior Court Case No. RG14750671 (wage and hour class action, settlement achieved and approved by the court);
- *Cruz v. Prospect Air*, San Francisco County Case No. CGC-15-547490 (wage and hour class action case including unpaid wages, overtime, and unpaid meal and rest period premiums, a settlement has been preliminarily approved);
- *Carillo v. T-Lish II LLC*, San Francisco Superior Court Case No. CGC 15-546096 (meal and rest period class action, settlement achieved and approved);
- *Perez v Foam Distributors Inc.*, Alameda Superior Court Case No. RG15772012 (rounding unpaid wages, meal and rest break claims settled and approved)

20. My hourly rate is \$800. I supervised other members of LLG who also worked on this case:

a. Nick Aguilar. He is an out-of-state attorney licensed by the state of Florida (SBN 0099275) who graduated from the Florida International University College of Law. He has been a member of LLG since March 2013 focusing on wage and hour matters, particularly class/representative actions. He worked this case under

1 my direct supervision. Any work that he performed was carefully reviewed and
2 approved by me before it was utilized. His hourly rate is \$350.

3 b. Luiseth Contreras. She is one of LLG's legal assistants. She has helped perform
4 initial and more detailed follow up intakes of clients and potential clients under
5 my supervision. She has experience supporting our firm in class action lawsuits
6 since October 2017. She graduated with a law degree from Universidad Central
7 de Venezuela (UCV) in Venezuela. Previous to joining LLG, Ms. Contreras
8 worked as Aux. Public Registrar and lawyer I for the autonomous system of
9 Registers and Notaries (SAREN), as a Legal advisor in the labor area for different
10 companies, as a Legal assistant and workers representative in occupational safety
11 institutions for Distribuidora Kandra 2010, and a legal intern in Blanco-Uribe &
12 Asociados. Any work that she performed was carefully reviewed and approved by
13 me before it was utilized. Her hourly rate is \$280.

14 c. Kristoffer Solomon. He is LLG's data analyst. He earned his bachelor's degree
15 in Accountancy from the National College for Business and Arts in the
16 Philippines. He previously worked for a BPO company as a Financial Analyst.
17 Any work that he performed was carefully reviewed and approved by me before it
18 was utilized. His hourly rate is \$300.

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22. Attached hereto and marked as **Exhibit 2** is a true and correct copy of Table of Hours Worked showing Attorneys' Fees directly related to this action.

24. Attached hereto and marked as **Exhibit 4** is a true and correct copy of Declarations of Plaintiffs Abraham Cruz and Romel Flores in Support of Plaintiffs' Motion for Approval of PAGA Settlement.

me

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Attorneys for PLAINTIFFS
Abraham Cruz and Romel Flores

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

Abraham Cruz and Romel Flores,

Plaintiffs,

v.

G2 Secure Staff, L.L.C. and DOES 1 through
50,

Defendants.

Case No. CGC-24-618514

**EXHIBIT "1" DECLARATION OF
ARLO URIARTE IN SUPPORT OF
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: September 9, 2025
Time: 9:30 a.m.
Dept: 302
Judge: Hon. Joseph M. Quinn
Complaint Filed: September 30, 2024
Trial date: not set

1 **JOINT STIPULATION OF REPRESENTATIVE PAGA SETTLEMENT**

2 This Joint Stipulation of Representative PAGA Settlement is entered into by and
3 between Plaintiffs Abraham Cruz and Romel Flores (collectively, “Plaintiffs”), individually and
4 on behalf of all other allegedly aggrieved employees, and Defendant G2 Secure Staff, L.L.C.
5 (“G2” or “Defendant”) (“Plaintiffs” and “Defendant” hereinafter collectively, the “Parties”),
6 and is approved by their respective counsel of record, subject to the terms and conditions hereof
7 and the Court’s approval of this representative Private Attorneys General Act (“PAGA”)
8 settlement.

9 **A. Definitions**

10 1. “Action” or “Lawsuit” means and refers to the case entitled *Abraham Cruz and*
11 *Romel Flores v. G2 Secure Staff, L.L.C.*, pending in San Francisco County Superior Court
12 California, Case No. CGC-24-618514.

13 2. “Aggrieved Employees” and/or “PAGA Members” means all current and former
14 non-exempt employees in California who worked for G2 Secure Staff, L.L.C. during the period
15 of July 27, 2023 through court approval (the “PAGA Period”).

16 3. “Agreement,” “Settlement Agreement,” “Settlement,” or “Stipulation” shall
17 mean this Joint Stipulation of Representative PAGA Settlement, including any attached
18 Exhibits.

19 4. “Approval Hearing” means a hearing set by the Court for the purpose of: (i)
20 approving the Settlement as fair, reasonable, and in the best interests of the PAGA Members;
21 (ii) determining the amount of the award of PAGA Counsel’s Attorneys’ Fees and Costs; (iii)
22 determining the amount of Plaintiffs’ respective Service Payments; (iv) approving the
23 Settlement Administration Costs; and (v) entering the Order Granting Approval of the
24 Settlement and entering Judgment.

25 5. “Complaint” means the civil complaint that is operative at the time of the Court’s
26 approval of the Settlement.

27 6. “Court” means the California Superior Court, San Francisco County, or any
28 Court of competent jurisdiction.

1 7. “Defendant” and/or “G2” means and refers to G2 Secure Staff, L.L.C.

2 8. “Defendant’s Counsel” and/or “Defense Counsel” means and refers to Kathy H.
3 Gao of GBG LLP.

4 9. “Effective Date” means the latest of: (i) the date the Court signs the Order
5 Granting Approval of Settlement and entering Judgment if no attempt to intervene is made or
6 filed to the Settlement; (ii) if an attempt to intervene is made or filed and the Court nevertheless
7 signs the Order Granting Approval of Settlement and entering Judgment, but no appeal is filed,
8 the expiration of the deadline for any appeals; and (iii) if an attempt to intervene is made or filed
9 and the Court nevertheless signs the Order Granting Approval of Settlement and entering
10 Judgment, and an appeal is filed, the date that an appeal is finally concluded resulting in a court
11 order approving this Settlement.

12 10. “Gross Settlement Amount” and “GSA” shall be \$640,000 and shall include
13 payment of the Settlement Administration Costs, PAGA Counsel’s Attorneys’ Fees and Costs,
14 Plaintiffs’ Service Payments, and the Net Settlement Amount (“NSA”). The GSA shall be all-in
15 with no reversion to Defendant. Because this settlement is PAGA-only, there will be no payroll
16 taxes withheld or paid by the employer since the Individual PAGA Payments (defined below)
17 payable to the PAGA Members are civil penalties. PAGA Members will not have the option to
18 opt out of the Settlement.

19 11. “Net Settlement Amount” or “NSA” shall mean the amount remaining from the
20 GSA after deducting the Settlement Administration Costs, PAGA Counsel’s Attorneys’ Fees
21 and Costs, and Plaintiffs’ Service Payments. The NSA is comprised of the payment to the
22 California Labor & Workforce Development Agency (“PAGA Payment to the LWDA”) (65%
23 of the NSA) and “Individual PAGA Payments” payable to PAGA Members (35% of the NSA).

24 12. “Order Granting Approval of the Settlement” means the order of the Court
25 granting approval of this Settlement, entering a Judgment approving this Settlement on the same
26 terms provided herein (unless explicitly excepted herein) or as may be modified by subsequent
27 written and executed agreement of the Parties, and approving and providing for the mailing of
28 Individual PAGA Payments.

1 13. “PAGA Counsel” refers to Arlo Uriarte of Liberation Law Group, P.C.

2 14. “PAGA Data” means information regarding PAGA Members that Defendant
3 shall compile from its records, as authorized by the Court, and transmit securely to the
4 Settlement Administrator, including each PAGA Member’s name, last known mailing address,
5 Social Security number (if one has been assigned), last known telephone number, dates of
6 employment and/or other personnel information for the Settlement Administrator to calculate
7 the number of Pay Periods Worked during the PAGA Period. The PAGA Data shall be used by
8 the Settlement Administrator solely for the purpose of administering this Settlement.

9 15. “PAGA Members’ Released Claims” includes any and any and all PAGA claims
10 contained in the Action’s Complaint that is operative at the time of the Court’s approval of the
11 Settlement, which includes Plaintiffs’ PAGA letter (and any supplemental and/or amended
12 versions), and any and all claims or allegations that stem from the Complaint’s factual predicate
13 which is premised on Plaintiffs’ alleged wage and hour and wage payment violations, claims,
14 obligations, demands, actions, rights, causes of action, and liabilities that accrued or arose
15 during the PAGA Period, including: (a) failure to pay at the correct rate or at all minimum
16 wages, regular wages, overtime wages, and/or premium wages; (b) failure to provide compliant
17 meal periods and/or failure to pay meal period premiums; (c) failure to provide compliant rest
18 periods and/or failure to pay rest period premiums; (d) failure to provide accurate itemized
19 employee wage statements; (e) failure to timely pay wages during and upon separation of
20 employment; and (f) failure to reimburse business expenses.

21 16. “PAGA Period” shall mean July 27, 2023 through court approval.

22 17. “Pay Periods Worked” for each PAGA Member means any workweek during the
23 PAGA Period in which each PAGA Member performed work for Defendant as a non-exempt
24 employee in California.

25 18. “Plaintiffs” means Abraham Cruz and Romel Flores.

26 19. “QSF” means the Qualified Settlement Fund set up by the Settlement
27 Administrator for the benefit of the PAGA Members, and from which the settlement payments
28 shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code

Section 468.

20. “Releasees” shall refer to Defendant and all affiliated entities (including their past and/or present affiliates, parents, subsidiaries, predecessors, owners, investors, successors, shareholders, divisions, and each of these entities’ past and present directors, officers, managing agents, agents, employees, partners, benefit plans, shareholders, and representatives).

21. “Service Payments” means the amounts approved by the Court to be paid to Plaintiffs, not to exceed \$5,000 each Plaintiff. The Service Payments to Plaintiffs are not wages, will not be subject to deductions or withholdings, and will be reported on IRS Forms 1099.

22. “Settlement Administration Costs” means the costs payable from the GSA to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting (if any), due diligence, reporting and remittance obligations, calculating and distributing payments from the GSA, and providing necessary reports and declarations, as requested by the Parties.

23. “Settlement Administrator” means and refers to Simpluris, Inc., as agreed to by the Parties.

B. General Terms

1. On or about July 23, 2024, Plaintiffs sent a PAGA letter to the LWDA alleging failure to pay all hours worked, failure to permit and provide meal periods, failure to permit and provide rest breaks, and failure to provide accurate itemized wage statements.

2. On or about September 30, 2024, Plaintiffs filed a representative PAGA action Complaint in San Francisco County Superior Court alleging failure to pay all hours worked, failure to permit and provide meal periods, failure to permit and provide rest breaks, failure to provide accurate itemized wage statements, violation of PAGA, and unfair competition.

3. On or about April 14, 2025, Plaintiffs sent a supplemental PAGA letter to the LWDA alleging unpaid wages, overtime, off-the-clock, and minimum wage violations, failure to reimburse business expenses, failure to provide meal and rest periods, failure to provide accurate itemized wage statements, and failure to keep payroll records.

1 4. On or about April 15, 2025, Plaintiffs filed a First Amended Complaint (“FAC”)
2 alleging failure to pay all hours worked, failure to permit and provide meal periods, failure to
3 permit and provide rest breaks, failure to provide accurate itemized wage statements, failure to
4 reimburse business expenses, violation of PAGA, and unfair competition.

5 5. Defendant denies Plaintiffs’ claims and allegations and contends that the Action
6 is not suitable for representative treatment. Defendant and the Releasees deny that they have
7 engaged in any unlawful activity, that they have failed to comply with the law in any respect, or
8 that they have any liability to anyone under the claims asserted in this Action.

9 6. The Parties have conducted a thorough investigation into the facts of the Action.
10 This includes conducting an exchange of informal discovery, including Defendant’s written
11 policies and practices, and the production of payroll and timekeeping records for various PAGA
12 Members. PAGA Counsel interviewed numerous PAGA Members via telephone and Zoom
13 videoconference to further evaluate Plaintiffs’ allegations. PAGA Counsel is both
14 knowledgeable about and has done extensive research with respect to the applicable law and
15 potential defenses to the claims at issue in the Action. PAGA Counsel has diligently pursued an
16 investigation of the PAGA Members’ claims against Defendant. Based on the foregoing
17 documents, data, and on their own independent investigation and evaluation, PAGA Counsel is
18 of the opinion that the Settlement with Defendant for the consideration and on the terms set
19 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of
20 the PAGA Members in light of all known facts and circumstances, including the risk of
21 significant delay and uncertainty associated with litigation, various defenses asserted by
22 Defendant, and numerous potential appellate issues.

23 7. On or about March 13, 2025, the Parties participated in mediation with
24 experienced third-party neutral Lisa Klerman. After a full-day mediation and the issuance of a
25 mediator’s proposal, the Parties reached a settlement. The Parties preliminarily memorialized
26 the Settlement in a Memorandum of Understanding (“MOU”) on or about April 3, 2025.

27 8. The Parties agree that neither the Parties’ Settlement, this Agreement, nor the
28 acts to be performed or judgments to be entered pursuant to the terms of the Settlement and

Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action. Should, for whatever reason, the Court fail to issue an Order Granting Approval of the Settlement, or the Effective Date does not happen, the Parties' stipulation to representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not representative treatment would be appropriate in a non-settlement context. Defendant expressly reserves all rights and declares that it will continue to oppose representative treatment and the substantive merits of the case should the Court fail to issue an Order Granting Approval of the Settlement or the Effective Date does not happen.

9. The Parties believe and agree that this Settlement provides for a fair, adequate, and reasonable resolution of the representative PAGA claims at issue in this Action, and have arrived at the Settlement after extensive, arms-length negotiations, taking into account all relevant factors, including the strengths and weaknesses of Plaintiffs' claims, Defendant's defenses, the mediator's analysis of the case and her settlement proposal, and the risk that the Court would significantly reduce any penalties that could be awarded.

C. Terms of Settlement

1. The financial terms of the Settlement are as follows:

a. Gross Settlement Amount: The Parties agree to settle this Action for a GSA of \$640,000. The GSA is the maximum amount that will be paid by Defendant and includes Individual PAGA Payments to PAGA Members, PAGA Counsel's Attorneys' Fees and Costs, Plaintiffs' Service Payments, Settlement Administration Costs, and the PAGA Payment to the LWDA.

b. Net Settlement Amount: The NSA is defined as the GSA less PAGA Counsel's Attorneys' Fees and Costs, Plaintiffs' Service Payments, and Settlement Administration Costs. The NSA is comprised of the payment to the PAGA Payment to the LWDA (65% of the NSA) and Individual

PAGA Payments payable to PAGA Members (35% of the NSA). In the event that the Court reduces PAGA Counsel's Attorneys' Fees and Costs, Plaintiffs' Service Payments, and/or Settlement Administration Costs, the Individual PAGA Payments shall be increased or decreased accordingly.

c. Individual PAGA Payments for PAGA Members: The Settlement Administrator will use the PAGA Data provided by Defendant to calculate each PAGA Member's Individual PAGA Payment based on the following formula: Each PAGA Member shall receive a portion of the total amount of Individual PAGA Payments proportionate to the number of Pay Periods Worked by the PAGA Member during the PAGA Period compared to the total number of Pay Periods Worked by all PAGA Members during the PAGA Period.

d. Plaintiffs' Service Payments: The amount awarded to Plaintiffs as Service Payments will be set by the Court in its discretion, not to exceed \$5,000 each Plaintiff. Defendant agrees not to oppose this request. Plaintiffs' Service Payments will be paid out of the GSA. Plaintiffs will be issued IRS Forms 1099 in connection with this payment. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on this payment. The Parties agree that any amount awarded by the Court as Service Payments to Plaintiffs less than the requested amount shall not be a basis for Plaintiffs or PAGA Counsel to rescind the Settlement Agreement or otherwise void the Settlement. Should the Court approve a lesser amount for the Service Payments, the unawarded amount shall be added to the Individual PAGA Payments to be distributed to PAGA Members. In the event of any appeal of the amount of the Service Payments approved by the Court, if, after the exhaustion of any such appellate review, additional amounts not awarded to Plaintiffs

1 shall be added to the Individual PAGA Payments to be distributed to
2 PAGA Members.

- 3 e. PAGA Counsel's Attorneys' Fees and Costs: Defendant agrees to not
4 oppose a request by PAGA Counsel to the Court for an award of
5 attorneys' fees of up to one-third ($\frac{1}{3}$) of the GSA, plus reasonable
6 litigation costs in an amount as documented in PAGA Counsel's billing
7 statement (not to exceed \$20,000). Except for this award, Defendant
8 shall have no further obligation to pay any attorneys' fees, costs, and/or
9 expenses to PAGA Counsel. Should the Court approve a lesser amount
10 than what is sought by PAGA Counsel, the unawarded amount shall be
11 added to the Individual PAGA Payments to be distributed to PAGA
12 Members. Any Court order awarding less than the amount sought by
13 PAGA Counsel shall not be grounds to rescind the Settlement Agreement
14 or otherwise void the Settlement. In the event of any appeal of the
15 amount awarded by the Court as PAGA Counsel's Attorneys' Fees and
16 Costs, final funding and administration of the portion of PAGA
17 Counsel's Attorneys' Fees and Costs in dispute will be segregated and
18 stayed pending the exhaustion of appellate review. If, after the
19 exhaustion of any such appellate review, additional amounts not awarded
20 PAGA Counsel's Attorneys' Fees and Costs shall be added to the
21 Individual PAGA Payments to be distributed to PAGA Members. The
22 Settlement Administrator shall issue to PAGA Counsel an IRS Form
23 1099 reflecting the amount of PAGA Counsel's Attorneys' Fees and
24 Costs awarded by the Court. PAGA Counsel agrees that any allocation
25 of fees between or among PAGA Counsel and any other attorney
26 representing or claiming to represent the PAGA Members shall be the
27 sole responsibility of PAGA Counsel.
28

- 1 f. Settlement Administration Costs: The Settlement Administration Costs
2 will be paid from the GSA to Simpluris, Inc., in an amount not to exceed
3 Eleven Thousand Three Dollars (\$11,003), subject to Court approval.
- 4 g. Tax Liability: PAGA Counsel, Defendant, and Defendant’s Counsel
5 make no representations as to the tax treatment or legal effect of the
6 Individual PAGA Payments called for hereunder, and Plaintiffs and the
7 PAGA Members are not relying on any statement or representation by
8 PAGA Counsel, Defendant, or Defendant’s Counsel in this regard.
9 Plaintiffs and the PAGA Members understand and agree that they will be
10 solely responsible for the payment of any taxes and penalties assessed on
11 their respective Individual PAGA Payments described herein. IRS Forms
12 1099 will be distributed at times and in the manner required by the
13 Internal Revenue Code of 1986 (the “Code”) and consistent with this
14 Agreement. If the Code, the regulations promulgated thereunder, or other
15 applicable tax law, are changed after the date of this Agreement, the
16 processes set forth in this Section may be modified in a manner to bring
17 Defendants into compliance with any such changes.

18 2. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT
19 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH
20 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
21 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF
22 THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
23 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
24 ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
25 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
26 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
27 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
28 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS

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

3. Non-Reversionary Settlement: This is a non-reversionary settlement. Under no circumstances will any portion of the GSA revert to Defendant. PAGA Members will not have to make a claim in order to receive an Individual PAGA Payment. Distributions, in the form of Individual PAGA Payments, will be made directly to each PAGA Member. The Settlement Administrator shall be responsible for accurately and timely reporting any remittance obligations with respect to unclaimed funds as a result of a PAGA Member not cashing an Individual PAGA Payment by the check cashing deadline, as set forth herein.

4. PAGA Counsel and Plaintiffs believe that the Settlement is fair and reasonable, and adequate, and will so represent same to the Court.

D. Releases by PAGA Members

1. Upon the Effective Date, Plaintiffs and each PAGA Member, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives (collectively, "Releasing Parties"), will forever completely release and discharge the Releasees from the PAGA Members' Released

1 Claims for the PAGA Period. This release only concerns the claims the State of California
2 could have brought under PAGA, not individual non-PAGA claims.

3 2. Upon the Effective Date, Plaintiffs as agents and proxies of the State of
4 California, and the State of California (including the LWDA), acting on behalf of the Aggrieved
5 Employees and/or PAGA Members and the Releasing Parties, shall forever completely release
6 and discharge the Releasees from the PAGA Members' Released Claims for the PAGA Period.
7 It is understood and agreed that Aggrieved Employees and/or PAGA Members will not have the
8 opportunity to opt out of the Settlement.

9 3. Plaintiffs, on behalf of themselves and the PAGA Members (and/or Aggrieved
10 Employees), acknowledge and agree that the claims for unpaid wages, meal and rest period
11 violations, and untimely payment of wages in the Action, are disputed, and that the payments
12 set forth herein constitute payment of all civil penalties allegedly due to them and, as such,
13 acknowledges and agrees that California Labor Code section 206.5 is not applicable to the
14 Parties hereto. Section 206.5 provides in pertinent part as follows:

15 An employer shall not require the execution of any release of any claim or right
16 on account of wages due, or to become due, or made as an advance on wages to
be earned, unless payment of those wages has been made.

17 **E. Release by Plaintiffs**

18 1. As a material inducement to Defendant to enter into this Settlement Agreement,
19 in addition to Plaintiffs' release of the PAGA Members' Released Claims, Plaintiffs do hereby,
20 for themselves and the Releasing Parties forever completely release and discharge the Releasees
21 from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
22 contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses,
23 debts, and expenses (including for back wages, statutory penalties, civil penalties, liquidated
24 damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever,
25 from the beginning of time through the execution of this Stipulation, whether known or
26 unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims
27 arising out of, based upon, or relating to Plaintiffs' employment with Defendant or the
28 remuneration for or cessation of such employment (collectively, the "Plaintiffs' Released

1 Claims”).

2 2. Without limiting the generality of the foregoing, Plaintiffs’ Released Claims also
3 includes all claims or rights against the Releasees arising out of or relating to alleged violations
4 of any contracts, express or implied (including but not limited to any contract of employment);
5 any contract or covenant of good faith and fair dealing (express or implied); any tort, including
6 but not limited to, negligence, fraud, misrepresentation and violation of California Labor Code
7 section 970, negligent infliction of emotional distress, intentional infliction of emotional
8 distress, defamation; retaliation claims; claims for violation of public policy; any whistleblower
9 claims; any claim for improper or unauthorized wage deductions, failure to pay the applicable
10 wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages,
11 overtime, and alleged “off the clock” work under federal and state law, including, but not
12 limited to, California Labor Code Sections 204 and 558, waiting time penalties pursuant to
13 California Labor Section 203, damages or penalties pursuant to California Labor Code Section
14 226, meal period and rest break payments and penalties pursuant to California Labor Code
15 Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California
16 Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections
17 210, failure to indemnify for business expenses pursuant to Labor Code section 2802, failure to
18 provide one day of rest in seven pursuant to California Labor Code Sections 551 and 552, unfair
19 competition and unfair business practices pursuant to Business and Professions Code Section
20 17200 *et seq.*, interest and costs pursuant to California Civil Code Section 3287 and California
21 Labor Code Section 218.6, statutory or common law rights to attorneys’ fees and costs,
22 including those pursuant to California Labor Code Section 1194 *et seq.*; claims under the
23 Private Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, and the alleged
24 violation or breach of any other state or federal statute, rule and or regulation, including all
25 applicable Industrial Welfare Commission Wage Orders; and all similar causes of action,
26 including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs
27 or attorneys’ fees in connection with any of the foregoing, negligent infliction of emotional
28 distress, intentional infliction of emotional distress, and defamation; any wrongful discharge,

constructive discharge; any claims relating to any breach of public policy; any legal restrictions on Defendant's right to discharge employees; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (a) any and all claims under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), the Americans with Disabilities Act ("ADA"), the Employee Retirement Income Security Act, as amended ("ERISA") (regarding unvested benefits), the Family and Medical Leave Act ("FMLA") (regarding existing but not prospective claims), the FLSA, the Equal Pay Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act ("FCRA"), the Worker Adjustment and Retraining Notification Act ("WARN Act"), the National Labor Relations act ("NLRA"), the Uniform Services Employment and Reemployment Rights Act ("USERRA"), the Genetic Information Nondiscrimination Act ("GINA"), the Immigration Reform and Control Act ("IRCA"), the FEHA, the California Constitution, the California Family Rights Act ("CFRA"), the California Labor Code (including PAGA) and applicable Wage Order(s), the Unfair Competition Law, all as amended by their respective implementing regulations, and any other federal, state or local law, (statutory, regulatory, or otherwise) that may be legally waived and released; however the identification of specific statutes or law shall not limit the scope of this general release in any manner.

3. Plaintiffs expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiffs and PAGA Counsel expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs knew of, as well as all claims that they do not know or

1 suspect to exist in their favor against the Releasees, or any of them, for the time period from the
2 beginning of time to their execution of this Settlement Agreement, and that this Settlement
3 Agreement contemplates the extinguishment of any such claims.

4 **F. Interim Stay of Proceedings**

5 Pending completion of all of the prerequisites necessary to effectuate this Settlement, the
6 Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as
7 are necessary to effectuate the Settlement.

8 **G. Post-Approval Process**

9 1. Appointment of Settlement Administrator: The Parties have agreed to the
10 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
11 using standard devices to obtain forwarding addresses, calculating payments from the GSA
12 including the Individual PAGA Payments, drafting and mailing the settlement checks to PAGA
13 Members, issuing IRS Forms 1099, reporting to taxing authorities, due diligence, reporting and
14 remittance obligations, and performing such other tasks as set forth herein or as the Parties
15 mutually agree or that the Court orders. The Settlement Administrator shall also be responsible
16 for issuing to Plaintiffs, and PAGA Counsel any IRS Forms or other tax forms as may be
17 required by law for all amounts paid pursuant to this Agreement.

18 2. Disputes Regarding Settlement Administration: Any and all disputes relating to
19 administration of the Settlement by the Settlement Administrator shall be referred to the Court,
20 if necessary, which will have continuing jurisdiction over the terms and conditions of this
21 Settlement Agreement, until Plaintiffs and Defendant notify the Court that all payments and
22 obligations contemplated by this Settlement Agreement have been fully carried out. Prior to
23 presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the
24 dispute without the necessity of Court intervention.

25 3. PAGA Data: Within fifteen (15) business days after entry of the Order Granting
26 Approval of Settlement and entering Judgment, Defendant shall provide the PAGA Data to the
27 Settlement Administrator. The Settlement Administrator will run a check of the PAGA
28 Members' addresses against those on file with the U.S. Postal Service's National Change of

1 Address List. The PAGA Data provided to the Settlement Administrator will not be provided to
2 PAGA Counsel and it will remain confidential, it shall be used solely to administer the
3 Settlement, and it will not be used or disclosed to anyone, except as required by applicable tax
4 authorities, pursuant to Defendant's express written consent, or by order of the Court.

5 4. PAGA Members' Rights: Because this is a PAGA-only settlement, PAGA
6 Members may not request exclusion from the Settlement and may not object to the Settlement.

7 5. No PAGA Notice: Because this is a PAGA-only settlement, there is no claims
8 procedure, no ability for PAGA Members to opt out of the Settlement, and there will be no
9 notice to the PAGA Members advising them of the Settlement prior to the Approval Hearing.
10 PAGA Members will be send a brief explanatory note about the Settlement that accompanies
11 their respective Individual PAGA Payments.

12 6. Funding of the GSA: Defendant shall make a one-time deposit into the QSF of
13 the GSA within ten (10) business days after the later of: (i) PAGA Counsel notifying
14 Defendant's Counsel of the Effective Date; and (ii) Defendant's Counsel's receipt from the
15 Settlement Administrator of wiring information for the QSF and confirmation of the amount to
16 be wired.

17 7. Distribution of Funds: No later than twenty (20) business days after deposit of
18 the GSA into the QSF, the Settlement Administrator will issue Individual PAGA Payments to
19 PAGA Members, and issue payments for PAGA Counsel's Attorneys' Fees and Costs,
20 Plaintiffs' Service Payments, the PAGA Payment to the LWDA, and will pay itself the
21 Settlement Administration Costs.

22 8. Deadline for Cashing Settlement Checks: PAGA Members shall have 180
23 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If
24 any PAGA Member's settlement check is not cashed within that period, all unclaimed funds
25 shall be paid to the State of California's Unclaimed Property Fund in the name of the PAGA
26 Member. The release of the PAGA Members' Released Claims will be effective and binding
27 upon all PAGA Members regardless of whether they cash their checks within the 180-day
28 period. In the event that any settlement check is returned to the Settlement Administrator within

1 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt
2 of the returned settlement check, perform a skip trace to attempt to locate the individual. If a
3 new address is located by these means, the Settlement Administrator will have ten (10) business
4 days to re-issue the check and will notify Defense Counsel and PAGA Counsel that a re-issued
5 check has been sent. Neither Defendant, Defense Counsel, PAGA Counsel, Plaintiffs, nor the
6 Settlement Administrator will have any liability for lost or stolen settlement checks, forged
7 signatures on settlement checks, or unauthorized negotiation of settlement checks. Without
8 limiting the foregoing, in the event a PAGA Member notifies the Settlement Administrator that
9 he or she believes that a settlement check has been lost or stolen, the Settlement Administrator
10 shall immediately stop payment on such check. If the check in question has not been negotiated
11 prior to the stop payment order, the Settlement Administrator will issue a replacement check.

12 9. No person shall have any claim against Defendant (or its designee), Defendant's
13 Counsel, Plaintiffs, PAGA Counsel, or the Settlement Administrator based on mailings,
14 distributions, payments or reports made in accordance with or pursuant to this Agreement. This
15 provision does not, however, prevent a Party from seeking enforcement of this Agreement.

16 10. Without prejudice to any other remedies, the Settlement Administrator shall
17 agree to be responsible for any breach of its obligations (whether committed by the Settlement
18 Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless
19 from and against all liabilities, claims, causes of action, costs and expenses (including legal fees
20 and expenses) arising out of any breach committed by the Settlement Administrator or its
21 agents.

22 **H. Approval Motion**

23 Plaintiff will move the Court for Approval of this Settlement and entry of the Order
24 Granting Approval of the Settlement to accomplish the following:

- 25 a. Scheduling the Approval Hearing;
- 26 b. Directing the mailing of Individual PAGA Payments by first class mail to PAGA
- 27 Members; and
- 28 c. Approving this Settlement.

1 PAGA Counsel shall draft the motion for court approval and accompanying declarations, and
2 give Defendant's counsel two calendar weeks to review and suggest reasonable revisions (with
3 the Parties to confer in good faith on proposed revisions) before filing. Defendant's Counsel
4 will draft the [Proposed] Order Granting Approval of Settlement and Judgment, and give PAGA
5 counsel two calendar weeks to review and suggest reasonable revisions (with the Parties to
6 confer in good faith on proposed revisions) before filing.

7 **I. Impact of Non-Approval by the Court**

8 Should the Court deny approval of this Agreement, the Parties shall work jointly to
9 make reasonable efforts to attempt to address the Court's concerns in order to obtain the Court's
10 approval, except that Defendant will not be required under any circumstances to increase the
11 GSA (unless explicitly agreed to by the Parties in writing). If the Parties cannot obtain court
12 approval, the Parties shall be restored to their respective litigation positions before they entered
13 into this Agreement. If the Court ultimately denies approval of the Agreement, or if the Court's
14 approval is reversed on appellate review, this Agreement shall be deemed null and void, shall be
15 of no force or effect whatsoever, and shall not be referred to or used for any purpose
16 whatsoever.

17 **J. Voiding the Agreement**

18 1. If the Court fails or refuses to issue the Order Granting Approval of the
19 Settlement and entering Judgment or fails to approve any material condition of this Settlement
20 which effects a fundamental change of the Settlement (unless explicitly excepted herein), the
21 entire Settlement shall be rendered voidable and unenforceable as to all Parties herein at the
22 option of either Party.

23 2. Defendant may withdraw from the Settlement if: (a) Defendant is required to pay
24 more than the GSA; (b) the Court does not approve the Settlement releasing the claims set forth
25 in this Agreement and/or the Parties' MOU, or otherwise makes an order inconsistent with any
26 of the terms of this MOU and/or Agreement (with the exception of any Court order awarding
27 less than the amount sought by PAGA Counsel for Settlement Administration Costs, PAGA
28

Counsel's Attorneys' Fees and Costs, and Plaintiffs' Service Payments); or (c) Defendant, Plaintiffs or PAGA Counsel breach the MOU and/or this Agreement.

K. Other Terms

1. Full and Complete Defense: This Agreement may be pleaded by any of the Releasees as a full and complete defense to and may be used as the basis for dismissal and/or injunction against, any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any claims covered by the PAGA Members' Released Claims.

2. Waiver: The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

3. No Publicity: Communications regarding this Settlement prior to the Effective Date shall be limited to Court-approved notices in the Action. After the Effective Date, the Parties agree that they will not make any direct or indirect comment or publication of the Settlement or of Defendant in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content, social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media, or public at large. Nothing herein shall be construed to prevent PAGA Counsel from the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of this Settlement and the related awards of attorneys' fees and costs, or to respond to communications from PAGA Members or their representatives about this Settlement, or to prevent the Parties or their representatives from communicating with financial or legal advisors regarding the Settlement. In response to any media inquiry, Plaintiffs may state only that the Action has been settled on terms mutually agreeable to the Parties.

4. No Other Plaintiffs: PAGA Counsel represents that other than Plaintiffs themselves, they do not represent any other current or former employees of Defendant in connection with any claims, charges, complaints, or other matters against Defendant, and

PAGA Counsel are not aware of any individuals who are planning to bring any claims, charges, complaints or other matters against Defendant.

5. Parties' Authority: The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

6. Mutual Full Cooperation: The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, PAGA Counsel shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's approval of the Settlement, and the Court's entry of the Judgment.

7. No Prior Assignments: The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

8. No Admission: Defendant denies any and all liability to Plaintiffs and/or any PAGA Member in this Action as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the operative Complaint to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that they have asserted or could assert against Plaintiff, have determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

1 9. Inadmissibility of Agreement: Whether or not the Court issues the Order
2 Granting Approval of the Settlement, nothing contained herein, nor the consummation of this
3 Settlement Agreement, is to be construed or deemed an admission of liability, culpability,
4 negligence, or wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties
5 hereto has entered into this Settlement Agreement with the intention of avoiding further
6 disputes and litigation with the attendant inconvenience and expenses. This Settlement
7 Agreement is a settlement document, and it, along with all related documents such as the
8 notices, and motions for preliminary and final approval, shall, pursuant to California Evidence
9 Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any
10 proceeding, except an action or proceeding to approve the Settlement, and/or interpret or
11 enforce this Settlement Agreement.

12 10. Notices: Unless otherwise specifically provided herein, all notices, demands or
13 other communications given hereunder shall be in writing and shall be deemed to have been
14 duly given as of the third business day after mailing by United States registered or certified
15 mail, return receipt requested, addressed:

16 To Plaintiffs and the PAGA Members:

17 Arlo Garcia Uriarte
18 arlo@liberationlawgroup.com
19 service@liberationlawgroup.com
20 LIBERATION LAW GROUP, P.C.
21 2760 Mission Street
22 San Francisco, CA 94110
23 Telephone: (415) 695-1000
24 Facsimile: (415) 695-1006

25 To Defendant:

26 Kathy H. Gao
27 GBG LLP
28 kathygao@gbgllp.com
 633 W. 5th Street, Suite 1500
 Los Angeles, California 90071
 Tel: (213) 358-2810; Fax: (213) 995-6382

1 11. Construction: The Parties hereto agree that the terms and conditions of this
2 Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the
3 Parties and that this Settlement Agreement shall not be construed in favor of or against any
4 Party by reason of the extent to which any Party or her or their counsel participated in the
5 drafting of this Settlement Agreement. Plaintiffs and Defendant expressly waive the common-
6 law and statutory rule of construction that ambiguities should be construed against the drafter of
7 an agreement and further agree, covenant, and represent that the language in all parts of this
8 Agreement shall be in all cases construed as a whole, according to its fair meaning.

9 12. Captions and Interpretations: Paragraph titles or captions contained herein are
10 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
11 describe the scope of this Settlement Agreement or any provision hereof. Each term of this
12 Settlement Agreement is contractual and not merely a recital.

13 13. Modification: This Settlement Agreement may not be changed, altered, or
14 modified, except in writing and signed by the Parties hereto, and approved by the Court. This
15 Settlement Agreement may not be discharged except by performance in accordance with its
16 terms or by a writing signed by all of the Parties hereto.

17 14. Dispute Resolution: Prior to instituting legal action to enforce the provisions of
18 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall
19 provide written notice to the other Party and allow an opportunity to cure the alleged
20 deficiencies, and Plaintiffs and Defendant agree to seek the help of the mediator identified in
21 this Agreement to resolve any dispute they are unable to resolve informally. During this period,
22 the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any
23 legal action or other proceeding instituted by any person or entity other than Plaintiffs or
24 Defendant.

25 15. Court Retains Jurisdiction: The Parties agree that upon the entry of Judgment
26 pursuant to the terms of this Agreement, and pursuant to Code of Civil Procedure section 664.6,
27 the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties
28

1 to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this
2 Agreement.

3 16. Enforceability: Pursuant to California Evidence Code Section 1123(a) and (b),
4 this Agreement is intended by the Parties to be, and shall be, enforceable, binding, and
5 admissible in a court of law.

6 17. Choice of Law: This Settlement Agreement shall be governed by and construed,
7 enforced and administered in accordance with the laws of the State of California, without regard
8 to its conflicts-of-law rules.

9 18. Integration Clause: This Settlement Agreement contains the entire agreement
10 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
11 or contemporaneous agreements, understandings, representations, and statements, whether oral
12 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
13 hereunder may be waived except in writing.

14 19. Binding on Assigns: This Settlement Agreement shall be binding upon and inure
15 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
16 successors, and assigns.

17 20. Signatures of All PAGA Members Unnecessary to Be Binding: It is agreed that,
18 because the PAGA Members are numerous, it is impossible or impractical to have each PAGA
19 Member execute this Settlement Agreement.

20 21. Arbitration: This Agreement shall not affect the validity of any arbitration
21 agreements and/or release agreements applicable to Plaintiffs or to any PAGA Members.
22 Defendant reserves the ability and does not waive the right to enforce arbitration agreements in
23 any other action, or in this action as to any arbitrable claims of Plaintiffs and/or PAGA
24 Members should the Settlement not be approved. Nothing in this Agreement shall prevent or
25 prohibit any PAGA Members, including Plaintiffs, to assert any defenses or challenge to any
26 purported arbitration agreements and/or release agreements.

27 22. Knowing and Voluntary Agreement: Each Party has carefully read, and knows
28 and understands the full contents of this Agreement and is voluntarily entering into this

Agreement after having received independent legal advice from his, their, or its attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement.

23. Severability: If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions, except that if the Court severs a provision that either of the Parties reasonably considers to be a material term of this Agreement, that Party shall have the option to send a written notice to the other Party no later than ten (10) business days after the Court severs the provision that it wishes to void the entire Agreement and to restore the Parties to their litigation positions as of before this Agreement was reached. If the Parties are thereafter unable to resolve the issue by reasonable efforts, this Agreement in its entirety shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement except upon agreement in writing by Defendant.

24. Entire Agreement: This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by Plaintiffs, PAGA Counsel, Defendant, and Defendant's counsel.

25. Counterparts: This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

///

///

1 Dated: Jul 2, 2025, 2025

Abraham Cruz

2 Abraham Cruz

3 **PLAINTIFF ROMEL FLORES:**

4 Dated: Jun 29, 2025, 2025

Romel flores

5 Romel Flores

6 **DEFENDANT:**

7 G2 SECURE STAFF, L.L.C.

8 Dated: _____, 2025

9 By: _____
Title: _____

10 **APPROVED AS TO FORM AND CONTENT:**

11 **PAGA COUNSEL:**

12 Dated: July 2, 2025

13 **LIBERATION LAW GROUP, P.C.**

14 *[Signature]*
15 Arlo Garcia Uriarte
16 Attorney for Plaintiffs and all other allegedly aggrieved employees

17 **DEFENDANT'S COUNSEL:**

18 Dated: July 3, 2025

19 **GBG LLP**

20 *[Signature]*
21 Kathy H. Gao
22 Attorney for Defendant G2 Secure Staff, L.L.C.
23
24
25
26
27
28

APPROVAL AND EXECUTION BY PARTIES:

PLAINTIFF ABRAHAM CRUZ:

Dated: _____, 2025

Abraham Cruz

PLAINTIFF ROMEL FLORES:

Dated: _____, 2025

Romel Flores

DEFENDANT:

G2 SECURE STAFF, L.L.C.

Dated: 7/3/2025, 2025

By: _____

Title: _____

Signed by:

Adam Faber

Adam Faber

CFO

APPROVED AS TO FORM AND CONTENT:

PAGA COUNSEL:

Dated: _____, 2025

LIBERATION LAW GROUP, P.C.

Arlo Garcia Uriarte

Attorney for Plaintiffs and all other allegedly aggrieved employees

DEFENDANT'S COUNSEL:

GBG LLP

Dated: _____, 2025

Kathy H. Gao

Attorney for Defendant G2 Secure Staff, L.L.C.

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Attorneys for PLAINTIFFS
Abraham Cruz and Romel Flores

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

Abraham Cruz and Romel Flores,

Plaintiffs,

v.

G2 Secure Staff, L.L.C. and DOES 1 through
50,

Defendants.

Case No. CGC-24-618514

**EXHIBIT "2" DECLARATION OF
ARLO URIARTE IN SUPPORT OF
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: September 9, 2025

Time: 9:30 a.m.

Dept: 302

Judge: Hon. Joseph M. Quinn

Complaint Filed: September 30, 2024

Trial date: not set

Table of Hours Worked

	Pre-Litigation Investigation	Complaint Drafting & Answer Review	Case Management	Informal Information Exchange	Mediation, Negotiations and Agreements	Approval Motion	Total Hours
Arlo Uriarte	8.2	10.4	19.4	7.1	14.2	1.9	61.2
Nick Aguilar	14.8	3	4.2	4.1	20.1	12.4	58.6
Luiseth Contreras	6.1	.8	4.5	.7	7.1	2.7	21.9
Kristoffer Solomon	0.00	0.00	1	41.8	0.00	0.00	42.8
TOTAL	14	4.3	53	65.9	42.8	10.8	171.5

	Rate	Total
Arlo Uriarte	\$ 800	\$ 48,960
Nick Aguilar	\$ 400	\$ 23,440
Luiseth Contreras	\$ 280	\$ 6,132
Kristoffer Solomon	\$ 300	\$ 12,840
TOTAL		\$91,372.00

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Abraham Cruz and Romel Flores

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

Abraham Cruz and Romel Flores,

Plaintiffs,

v.

G2 Secure Staff, L.L.C. and DOES 1 through
50,

Defendants.

Case No. CGC-24-618514

**EXHIBIT "3" DECLARATION OF
ARLO URIARTE IN SUPPORT OF
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: September 9, 2025
Time: 9:30 a.m.
Dept: 302
Judge: Hon. Joseph M. Quinn
Complaint Filed: September 30, 2024
Trial date: not set

Liberation Law Group P.C.

Liberation Law Group P.C., 2760 Mission Street

San Francisco, CA 94110

Phone: 4156951000 | Fax: 4156951006

Costs Statement

Prepared for G2 Secure Staffing Matter

(CLASS ACTION)

Current Charges	\$14,460.19
Adjustments	\$0.00

Matter: G2 Secure Staff (CLASS ACTION)

Costs

4/22/2024	E-108 POSTAGE 226 LETTERS SENT	\$1.28
4/29/2024	226 LETTERS X2	\$1.28
7/30/2024	Certified PAGA letter to Defendant	\$5.54
10/1/2024	E112 Court fees -File ServeXpress Invoice#202409690356101	\$1,446.85
12/2/2024	FileServeXpress Invoice#202411690356101 dated 12/02/2024 CGC-24-618514 Notice and Acknowledgment of Receipt	\$23.70
2/3/2025	Postage	\$91.35
2/3/2025	Mediation payment- Lisa Klerman	\$12,500.00
2/3/2025	E-108 POSTAGE MEDIATION PAYMENT SENT	\$10.10
4/15/2025	File ServeXpress Invoice#202504690356101 dated 04/15/2025 CGC-24-618514 Amended Complaint	\$11.85
4/16/2025	E106 Online Research Lexis Charges Mar 2025	\$108.11
6/11/2025	Motion Preliminary Approval - Filing Fee	\$60.00
6/11/2025	Motion Preliminary Approval -courtesy copies	\$90.00
6/11/2025	Compliance Statement Filing Fee	\$20.00
6/30/2025	E106 Online Research Lexis Charges June 2025	\$90.13
TOTAL		\$14,460.19

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Attorneys for PLAINTIFFS
Abraham Cruz and Romel Flores

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

Abraham Cruz and Romel Flores,

Plaintiffs,

v.

G2 Secure Staff, L.L.C. and DOES 1 through
50,

Defendants.

Case No. CGC-24-618514

**EXHIBIT "4" DECLARATION OF
ARLO URIARTE IN SUPPORT OF
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: September 9, 2025
Time: 9:30 a.m.
Dept: 302
Judge: Hon. Joseph M. Quinn
Complaint Filed: September 30, 2024
Trial date: not set

1 Arlo García Uriarte, SBN 231764
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12 Attorney for Plaintiffs
13 Abraham Cruz and Romel Flores

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN FRANCISCO**
17 **UNLIMITED JURISDICTION**
18

19 Abraham Cruz and Romel Flores,

20 Plaintiffs,

21 vs,

22 G2 Secure Staff, LLC; and DOES 1 through
23 50.

24 Defendants.

Case No.: CGC-24-618514

**PLAINTIFF ABRAHAM CRUZ'S
DECLARATION IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF SETTLEMENT OF
PLAINTIFFS' CLAIM FOR PENALTIES
UNDER CALIFORNIA LABOR CODE
SECTION 2698, ET SEQ**

Action Filed: September 30, 2024.

1 I, Abraham Cruz, have personal knowledge of the matters herein mentioned and if called
2 upon as a witness I would competently testify as follows:

3 1. I submit this declaration in support of Plaintiffs' motion for approval of PAGA
4 settlement.

5 2. Prior to filing this lawsuit, I met with attorney Arlo Garcia Uriarte and his legal
6 team at Liberation Law Group, P.C. ("LLG"). During multiple meetings and interviews, I
7 informed counsel that I was employed by Defendant G2 Secure Staff, LLC ("Defendant" or "G2")
8 starting October 14, 2021, as a wheelchair assistant at San Francisco International Airport. I
9 explained the details of my employment, including my specific job responsibilities, work
10 schedule, and working conditions. I informed counsel that I regularly experienced violations
11 concerning meal periods and rest breaks; specifically, meal periods were often combined with
12 rest breaks, and additional rest breaks were frequently not provided.

13 3. I also made it clear to counsel that these violations were not limited to my personal
14 experience. Based on my direct observations and conversations with coworkers, I understood
15 these practices were widespread and systemic within G2, affecting many other employees in
16 similar roles.

17 4. After evaluating the information provided, attorney Uriarte recommended filing a
18 lawsuit under the Private Attorneys General Act ("PAGA") to address these violations on behalf
19 of all similarly situated employees. He asked me to serve as a representative plaintiff alongside
20 Romel Flores. Before accepting this responsibility, counsel clearly explained the expectations and
21 duties of the role and confirmed with me that I had no conflicts of interest with other current or
22 former employees. I agreed to serve as a representative because I believed a PAGA claim was the
23 most effective means to achieve fair working conditions and justice for affected employees.

24 5. Throughout this litigation, I have actively assisted counsel. My involvement
25 included providing detailed information and documentation about my employment conditions,
26 identifying coworkers affected by similar practices, and assisting counsel in contacting and
27 interviewing them. Additionally, I engaged regularly with the legal team by answering follow-up
28 questions, participating in strategic discussions, and assisting in gathering evidence and reviewing
relevant case materials.

6. When mediation was scheduled, I devoted substantial time and effort to reviewing case documents, discussing the strengths and challenges of the claims with counsel, and acting as a liaison between the legal team and other employees involved. I remained available throughout the mediation process, supporting counsel's negotiations toward a fair resolution.

7. Throughout this entire legal process, attorney Uriarte and the LLG team have consistently communicated with me clearly and regularly, ensuring that I understood each step of the litigation process and the terms of the proposed settlement. Based on their detailed explanations and my active involvement, I believe we have reached a fair and appropriate resolution that benefits all aggrieved employees.

8. I chose to serve as a representative plaintiff because it was important to me to advocate on behalf of myself and my coworkers who experienced similar unfair working conditions, and to help secure meaningful change in our workplace. In total, I estimate that I dedicated approximately thirty-five hours to the prosecution of this matter.

I declare under penalty of perjury under California Law that the foregoing is true and correct. Executed on the date AUG. 6 2025 in VF, California.


Abraham Cruz

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Attorney for Plaintiffs
Abraham Cruz and Romel Flores

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

Abraham Cruz and Romel Flores,

Plaintiffs,

vs,

G2 Secure Staff, LLC; and DOES 1 through
50.

Defendants.

Case No.: CGC-24-618514

PLAINTIFF ROMEL FLORES'
DECLARATION IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF SETTLEMENT OF
PLAINTIFFS' CLAIM FOR PENALTIES
UNDER CALIFORNIA LABOR CODE
SECTION 2698, ET SEQ

Action Filed: September 30, 2024.

1 I, Romel Flores, have personal knowledge of the matters herein mentioned and if called
2 upon as a witness I would competently testify as follows:

3 1. I submit this declaration in support of Plaintiffs' motion for approval of the PAGA
4 settlement.

5 2. Prior to initiating this lawsuit, I met several times with attorney Arlo Garcia Uriarte
6 and his legal team at Liberation Law Group, P.C. ("LLG"). During these meetings, I informed
7 counsel that I had been employed by Defendant G2 Secure Staff, LLC ("Defendant" or "G2")
8 since 2021 as a wheelchair assistant at San Francisco International Airport. I provided detailed
9 information about my job duties, typical work schedule, and employment conditions, highlighting
10 specific concerns regarding noncompliant meal and rest periods. Specifically, my meal periods
11 were often improperly combined with rest breaks, and additional required rest breaks were
12 frequently not provided at all.

13 3. I explained to counsel that the workplace violations I experienced were common
14 among my coworkers. Through personal observation and regular interactions with colleagues, it
15 was clear that these scheduling practices were widespread and consistently applied across G2's
16 workforce.

17 4. After evaluating the facts and evidence provided, attorney Uriarte and his legal
18 team recommended filing a representative action under the Private Attorneys General Act
19 ("PAGA") on behalf of myself and similarly situated employees. I was asked to serve as a
20 representative plaintiff alongside Abraham Cruz. Counsel thoroughly explained the expectations,
21 obligations, and responsibilities associated with this role. After confirming I had no conflicts of
22 interest with any current or former coworkers, I agreed to serve because I believed this lawsuit
23 would effectively address our collective grievances and help secure justice for affected
24 employees.

25 5. Throughout this litigation, I actively assisted counsel in prosecuting the case. My
26 involvement included providing extensive documentation and detailed explanations regarding my
27 employment, identifying coworkers who experienced similar violations, and facilitating
28 communication between counsel and other affected employees. Additionally, I consistently

responded to follow-up inquiries, participated in strategy discussions, and assisted in investigative activities and case analysis.

6. In preparation for mediation, I invested significant time reviewing documents, discussing the strengths and weaknesses of our case with counsel, and acting as a liaison between the legal team and other employees. I remained actively involved and accessible throughout the mediation process, supporting counsel in negotiating a fair settlement. Overall, I estimate dedicating approximately thirty hours to this matter.

7. Throughout the litigation, attorney Uriarte and the LLG team maintained consistent and clear communication, keeping me informed about the progress of the case at every stage. Their thorough explanations through meetings, telephone calls, and written correspondence ensured that I understood the settlement terms and the litigation process. Based on this comprehensive information and my active participation, I believe the settlement reached is fair, reasonable, and beneficial to all affected employees.

8. I chose to serve as a representative plaintiff to advocate for myself and my coworkers who faced similar workplace violations and to achieve meaningful improvements in our employment conditions.

I declare under penalty of perjury under California Law that the foregoing is true and correct. Executed on the date Aug 5, 2025, in San Francisco, California.

Rommel T. Flores

Romel Flores

Document ID: KRJ7V3L1

Arlo Uriarte (signrequest@liberationlawgroup.com)

Document name:

Romel dec 8.5.25.pdf

SHA256 security hash:

284a0bfc96ce9e12c969084d10c18121dca13bc0b0bf437f3f3ada2919014496

Sent on:

Aug. 5, 2025, 5 p.m. (UTC)

From:

SignRequest <no-reply@signrequest.com> on behalf of
(signrequest@liberationlawgroup.com)

To:

romelflores696@yahoo.com

Subject:

Arlo Uriarte (signrequest@liberationlawgroup.com) has sent you
a SignRequest

Message:

Please sign this document.

Kind regards,

Arlo Uriarte (signrequest@liberationlawgroup.com)

IP address:

192.145.119.35

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36
(KHTML, like Gecko) Chrome/138.0.0.0 Safari/537.36

Arlo Uriarte (signrequest@liberationlawgroup.com)

Email address verification:

Verified by SignRequest

romelflores696@yahoo.com

Email address verification:

Verified by SignRequest

Signature added, page 3:



Text added, page 3:

Aug 5, 2025

Text added, page 3:

San Francisco

IP address:

166.205.87.110

User agent:

Mozilla/5.0 (iPhone; CPU iPhone OS 18_5 like Mac OS X)
AppleWebKit/605.1.15 (KHTML, like Gecko) Version/18.5
Mobile/15E148 Safari/604.1

Document signed:

Aug. 5, 2025, 10:21 p.m. (UTC)