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behalf of other similarly situated employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

KEATH FEARS & ANTHONY CHILDS,
individually, and on behalf of other similarly
situated employees,

Plaintiffs,

vs.

CROWN TECHNICAL SYSTEMS; and DOES 1
through 25, inclusive,

Defendants.

Case No. CIVSB2423402

Honorable Winston Keh
Department S14

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: June 17, 2026
Time: 8:30 a.m.
Dept.: S14

Complaint Filed: July 19, 2024
FAC Filed: January 28, 2025
Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on June 17, 2026 at 8:30 a.m. in Department S14 of the above-captioned Court located at 247 W 3rd Street, San Bernardino, California 92415, pursuant to California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiffs Keath Fears and Anthony Childs (together, “Plaintiffs”) will and hereby do move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiffs and Defendant Crown Technical Systems (“Defendant”).

Plaintiffs request that the Court enter an Order:

1. Preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Lizeth Marin in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement (“Marin Decl.”);

2. Certifying the Class for Settlement purposes;

3. Appointing Plaintiffs Keath Fears and Anthony Childs as the Class Representatives for Settlement purposes;

4. Appointing Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Alexandra Rose, and Lizeth Marin of Blackstone Law, APC as Class Counsel for Settlement purposes;

5. Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as Exhibit A to the Settlement Agreement, to be mailed to the Class;

6. Approving the opt-out and objection procedures provided in the Settlement Agreement and set forth in the Class Notice;

7. For each Class Member, directing Defendant to furnish their full name, last known mailing address, Social Security number, dates worked for Defendant during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods to the Settlement Administrator within fourteen (14) calendar days after entry of the order granting preliminary approval of the Settlement;

8. Approving the proposed deadlines for the settlement administration process; and

9. Setting a Final Approval Hearing.

1 Pursuant to California Labor Code section 2699(s)(2), on March 11, 2026, a copy of the
2 Settlement was submitted to the California Labor and Workforce Development Agency (“LWDA”) via
3 online submission through the LWDA’s website. (Marin Decl., ¶ 47 and Exh. 4).

4 This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the
5 Declaration of Lizeth Marin, the Declarations of Plaintiffs Keath Fears and Anthony Childs, the
6 Declaration of the Settlement Administrator (Jody Lawrence of Phoenix Class Action Administration
7 Solutions), the pleadings and other records on file with the Court in this matter, and any other further
8 evidence or argument that the Court may properly receive at or before the hearing.

9 Respectfully submitted,

10 Dated: March 11, 2026

BLACKSTONE LAW, APC

11 By: *Lizeth Marin*
12 Lizeth Marin
13 Attorney for Plaintiffs Keath Fears and Anthony
14 Childs
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Keath Fears (“Plaintiff Fears”) and Anthony Childs (“Plaintiff Childs”) (together,
4 “Plaintiffs”) seek preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement
5 (“Settlement” or “Settlement Agreement”) entered into between Plaintiffs and Defendant Crown
6 Technical Systems (“Defendant”) (collectively, with Plaintiffs, the “Parties”). (Declaration of Lizeth
7 Marin in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement
8 [“Marin Decl.”], Exh. 3). The Settlement terms are outlined as follows:

- 9
- 10 • Class Size: Approximately Eight Hundred and Sixty-Four (864) individuals.
 - 11 • Gross Settlement Amount: Nine Hundred Thirty-Seven Thousand Five Hundred Dollars and
12 Zero Cents (\$937,500.00).
 - 13 • Attorneys’ Fees and Costs: Attorneys’ fees of thirty-five percent (35%) of the Gross
14 Settlement Amount (\$328,125.00 if the Gross Settlement Amount is \$937,500.00) plus actual
15 litigation costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents
16 (\$30,000.00), to be paid from the Gross Settlement Amount.
 - 17 • Enhancement Payments: Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00)
18 each (total, \$15,000.00), to be paid from the Gross Settlement Amount.
 - 19 • Settlement Administration Costs: Not to exceed Ten Thousand Dollars and Zero Cents
20 (\$10,000.00), to be paid from the Gross Settlement Amount.
 - 21 • PAGA Amount: Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) from the Gross
22 Settlement Amount, 65% of which will be paid to the Labor and Workforce Development
23 Agency (“LWDA”) and the remaining 35% to be paid to the PAGA Employees.
 - 24 • Estimated Net Settlement Amount: Five Hundred Nine Thousand Three Hundred Seventy-
25 Five Dollars and Zero Cents (\$509,375.00) to be distributed to Settlement Class Members.

26 As set forth herein, the Settlement is the product of informed discovery and arms-length
27 negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiffs therefore
28 respectfully request that the Court grant preliminarily approval of the Settlement, conditionally certify
the Class, approve the proposed Notice of Class Action Settlement (“Class Notice”), and set a hearing
date for final settlement approval, among other requested relief.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant designs and manufactures large scale power distribution products to leaders in the electrical utility industry (e.g. South California Edison and PG&E), California transit systems, and others. It also manufactures data centers, switchgears that operate and power industrial facilities, and prefabricated devices for renewable energy systems. Plaintiff Fears was employed by Defendant as an hourly-paid, non-exempt Painter from approximately February 2023 to approximately December 2023. (Declaration of Plaintiff Keath Fears in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement [“Fears Decl.”], ¶ 2). Plaintiff Childs was employed by Defendant as an hourly-paid, non-exempt Switchgear Assembler from approximately February 2022 to approximately November 2022. (Declaration of Plaintiff Anthony Childs in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement [“Childs Decl.”], ¶ 2).

On July 16, 2024, Plaintiff Fears provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”). (Marin Decl., ¶ 9 and Exh. 2).

On July 19, 2024, Plaintiff Fears filed a Class Action Complaint in the action entitled *Keath Fears v. Crown Technical Systems*, San Bernardino County Superior Court Case No. CIVSB2423402 (“Class Action”), thereby commencing a putative class action against Defendant. (*Id.*, ¶ 10).

On September 25, 2024, Plaintiff Fears filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Operative PAGA Complaint”) in the action entitled *Keath Fears v. Crown Technical Systems*, San Bernardino County Superior Court Case No. CIVSB2429208 (“PAGA Action”), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant. (*Id.*, ¶ 11).

On January 28, 2025, Plaintiffs filed a First Amended Class Action Complaint (“Operative Class Complaint”) in the Class Action. (*Id.*, ¶ 12).

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1 On April 28, 2025, the Court deemed the Class Action and PAGA Action (together, the
2 “Actions”) related, with the Class Action being designated as the lead case. (*Id.*, ¶ 13). Together, the
3 Operative Class Complaint and Operative PAGA Complaint (together, “Operative Complaints”) allege
4 causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to
5 pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof,
6 failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay
7 wages during employment, failure to provide compliant wage statements, failure to timely pay wages
8 upon termination, and failure to reimburse necessary business expenses, for violations of California
9 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code
10 violations, and for civil penalties under PAGA based on the aforementioned California Labor Code
11 violations. (*Ibid.*).

12 On December 4, 2025, the Parties participated in a formal mediation conducted by Brandon
13 McKelvey (“Mediator”), a neutral and respected mediator with extensive experience in complex wage
14 and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an
15 agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 14). The Parties then worked
16 diligently to negotiate and memorialize the terms in a long form settlement agreement. (*Ibid.*).

17 On February 25, 2026, the Parties executed the Settlement Agreement. (*Id.*, ¶ 15 and Exh. 3).

18 **III. THE SETTLEMENT TERMS**

19 **A. Class Definition**

20 For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all
21 current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of
22 California at any time during the Class Period” (“Class” or Class Member(s)). (Marin Decl., ¶ 16;
23 Settlement Agreement, ¶ 11.b). The Class Period is defined as the period from July 19, 2020 through
24 April 1, 2025. (Marin Decl., ¶ 16; Settlement Agreement, ¶ 11.f). Based on information provided by
25 Defendant, as of December 4, 2025, it is estimated that there are a total of Eight Hundred and Sixty-Four
26 (864) Class Members. (Marin Decl., ¶ 16).

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28 ///

1 **B. Amount of Settlement**

2 The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaints
3 for a non-reversionary Gross Settlement Amount of Nine Hundred Thirty-Seven Thousand Five Hundred
4 Dollars and Zero Cents (\$937,500.00), exclusive of employer-side payroll taxes. (Marin Decl., ¶ 17;
5 Settlement Agreement, ¶ 11.q).

6 **C. Allocation and Funding of the Gross Settlement Amount**

7 The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees,
8 and other allocations. (Marin Decl., ¶ 17; Settlement Agreement, ¶ 11.q). The Gross Settlement Amount
9 includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement
10 Amount (i.e., \$328,125.00 if the Gross Settlement Amount is \$937,500.00); (2) Class Counsel’s actual
11 litigation costs and expenses, not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00); (3)
12 Settlement Administration Costs, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00); (4)
13 Enhancement Payments in the aggregate amount of Fifteen Thousand Dollars and Zero Cents
14 (\$15,000.00); and (5) PAGA Amount in the amount of Forty-Five Thousand Dollars and Zero Cents
15 (\$45,000.00). (Marin Decl., ¶ 17; Settlement Agreement, ¶¶ 11.q, 14, 15, 16, and 17). After the above-
16 estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will
17 be available for Class Members is currently estimated to be Five Hundred Nine Thousand Three Hundred
18 Seventy-Five Dollars and Zero Cents (\$509,375.00). (Marin Decl., ¶ 17). Additionally, 35% of the
19 PAGA Amount (“PAGA Employee Amount”), which is \$15,750.00 out of \$45,000.00, will be fully
20 distributed to “all current and former hourly-paid and/or non-exempt employees who worked for
21 Defendant in the State of California at any time during the PAGA Period” (“PAGA Employee(s)").
22 (Marin Decl., ¶ 17; Settlement Agreement, ¶¶ 11.y, 11.z, and 16). The “PAGA Period” is defined as the
23 period from July 16, 2023 through April 1, 2025. (Marin Decl., ¶ 17; Settlement Agreement, ¶ 11.aa).

24 The Net Settlement Amount will be distributed and paid to all Class Members who do not submit
25 a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata* basis based on
26 the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt
27 employee in California during the Class Period (“Workweeks”). (Marin Decl., ¶ 18; Settlement
28 Agreement, ¶¶ 11.mm and 11.nn). The *pro rata* share of the Net Settlement Amount that a Class Member

1 may be eligible to receive under the Class Settlement (“Individual Settlement Share”) will be calculated
2 by the Settlement Administrator, in accordance with the Settlement Agreement. (Marin Decl., ¶ 18;
3 Settlement Agreement, ¶¶ 11.t and 19).

4 The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata*
5 basis based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid
6 and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). (Marin Decl., ¶ 19;
7 Settlement Agreement, ¶¶ 11.z, 11.cc, and 16). The *pro rata* share of the PAGA Employee Amount that
8 a PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”)
9 will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. (Marin
10 Decl., ¶ 19; Settlement Agreement, ¶¶ 11.r and 20).

11 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
12 percent (80%) penalties, interest, and non-wage damages. (Marin Decl., ¶ 20; Settlement Agreement, ¶
13 21). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to
14 penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the
15 Settlement Administrator. (Marin Decl., ¶ 20; Settlement Agreement, ¶ 21). The Settlement
16 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
17 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net
18 payment of their Individual Settlement Share (“Individual Settlement Payment”). (Marin Decl., ¶ 20;
19 Settlement Agreement, ¶¶ 11.s and 21). The employer’s share of taxes and contributions in connection
20 with the wages portion of Individual Settlement Shares will be paid by Defendant separately and in
21 addition to the Gross Settlement Amount. (Marin Decl., ¶ 20; Settlement Agreement, ¶¶ 11.q and 21).
22 Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be
23 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Marin Decl., ¶ 20;
24 Settlement Agreement, ¶ 21).

25 The Settlement Agreement is a non-reversionary and non-claims made settlement. (Marin Decl.,
26 ¶ 21; Settlement Agreement, ¶¶ 11.q and 39). The Net Settlement Amount will be fully distributed to
27 Settlement Class Members and the PAGA Amount will be fully distributed to the LWDA and PAGA
28 Employees, in accordance with the Settlement Agreement. (Marin Decl., ¶ 21; Settlement Agreement,

¶¶ 19 and 20). No money will revert to Defendant. (Marin Decl., ¶ 21; Settlement Agreement, ¶ 11.q).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Marin Decl., ¶ 22; Settlement Agreement, ¶ 39). Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee. (Marin Decl., ¶ 22; Settlement Agreement, ¶ 39).

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. (Settlement Agreement, ¶ 40).

Upon the Effective Date full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. (*Id.*, ¶ 41).

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Class Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliance meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.* (*Id.*, ¶ 10.ff).

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which

specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order. (*Id.*, ¶ 10.gg).

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (*Id.*, ¶ 10.hh).

IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

The settlement of a class action requires court approval. (*See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996)). “In general, questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds)).

The review and approval of a proposed class action settlement involves a two-step process. (*See* Cal. Rules of Court, Rule 3.769(c)). First, counsel submit the proposed terms of the settlement and the Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the range of a fair settlement to justify providing notice of the proposed settlement to class members. After notice is provided to the class, the Court must conduct a second inquiry into whether the proposed settlement is fair, reasonable, and adequate. (*Ibid.*).

The initial evaluation of the settlement at the preliminary approval step “is not a fairness hearing.” (*Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)). Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the proposed settlement is within the range of possible approval and, as a result, “whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing.” A presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V*

1 *Cases*, 135 Cal. App. 4th 706, 723 (2006)).

2 Preliminary approval does not require a court to make a final determination that the settlement is
3 fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice
4 of the settlement has been given to the class members and they have had an opportunity to object or
5 exclude themselves from the settlement. (*See* Cal. Rules of Court, Rule 3.769(g)). In considering a
6 potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law
7 which underlie the merits of the dispute and need not engage in a trial on the merits. (*See Officers for*
8 *Justice v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982)).

9 **V. THE SETTLEMENT IS PRESUMED FAIR**

10 **A. The Settlement Was Reached as a Result of Arm's-Length Bargaining**

11 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
12 reached through arm's-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
13 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations
14 were at all times made at arm's-length and were adversarial. (Marin Decl., ¶ 23). The Settlement was
15 reached following a full day of mediation with a highly respected mediator with substantial experience
16 mediating wage and hour cases. (*Ibid*).

17 **B. Sufficient Investigation and Discovery by Experienced Class Counsel**

18 Courts typically assess the status of discovery in determining whether a class action settlement
19 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
20 Defendant produced a random sampling of putative class members' time and pay data as well as
21 Defendant's relevant wage and hour policies, and information regarding the total number of putative class
22 members, the number of current versus former employees, the total workweeks worked by the putative
23 class members, and the average rate of pay for the putative class members. (Marin Decl., ¶ 24).

24 This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
25 weaknesses of the claims and the potential class-wide damages. (*Id.*, ¶ 25). Based on information
26 exchanged, the Parties extensively briefed issues regarding class certification and liability and provided
27 their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective
28 positions. (*Id.*, ¶ 26). At all times, Plaintiffs were willing and prepared to litigate this matter through

1 class certification and trial if the Parties had been unable to reach a favorable resolution. (Ibid).
2 Additionally, settlement negotiations were conducted by highly capable and experienced counsel. (Marin
3 Decl., ¶¶ 2-8). Accordingly, Class Counsel had sufficient information and experience to act intelligently
4 in negotiating the Settlement.

5 **C. The Settlement is Fair and Reasonable in Light of the Parties' Respective Legal Positions**
6 **and Recovery Risks**

7 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
8 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
9 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
10 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
11 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
12 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
13 presence of a governmental participant, and the reaction of the class members to the proposed settlement.”
14 (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

15 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and
16 factual grounds for defending the Actions. Based upon Class Counsel’s experience litigating similar
17 complex matters, Plaintiffs reasonably expected a vigorous and lengthy defense to both class certification
18 and the merits of the Actions absent a settlement.

19 **1. Class Counsel’s Analysis of the Maximum Available Liability and Damages**

20 Class Counsel analyzed all available data and estimated Defendant’s maximum potential exposure
21 to be approximately \$9,738,847, assuming the litigation was successful at trial on all claims at issue and
22 every employee had a violation for each claim on every shift worked. (Marin Decl., ¶ 27). This maximum
23 potential analysis was then reduced based on the challenges facing the likelihood of obtaining class
24 certification, prevailing at trial, and other attendant risks. (Ibid). This estimate is based off an estimated
25 maximum liability for all claims at issue and the total aggregate workweeks during the relevant time
26 period, less interest, and based on the analysis of the data which was extrapolated out for all class
27 members through the date of mediation, which included: \$109,558 for meal period violations (less meal
28 period premiums paid); \$4,639,447 for rest period violations at a 100% violation rate; \$950,348 for

unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$192,768 for unpaid overtime wages at the required regular rate of pay; \$359,130 for unreimbursed business expenses; \$2,394,796 for waiting time penalties; and \$1,092,800 for wage statement penalties. (Ibid). Plaintiffs further estimated that Defendant faced an additional exposure of \$1,122,100 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. (Ibid). Together with the PAGA penalties, Defendant's maximum potential exposure totaled \$10,860,947 in damages. (Ibid).

2. Class Counsel's Risk-Based Analysis and Risk-Based Adjustments

While Plaintiffs believe that Defendant faced significant exposure, substantial barriers to a recovery existed. Defendant contended that Plaintiffs' claims are not suitable for class certification because individual issues and affirmative defenses would predominate should this case go to trial. (Marin., ¶ 30; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011)). While Plaintiffs and Class Counsel disagree with Defendant's predictions, they also recognize that there is a significant risk that the Court may deny class certification. (Marin Decl., ¶ 30; *see also, Findings of the Study of California Class Action Litigation*, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf> (finding that only 21.4% of all class actions were certified either as part of a settlement or as part of a contested certification motion)).

For example, Plaintiffs' meal period claims, which were based on Defendant's alleged failure to provide lawful meal periods, have been increasingly difficult to certify in recent years. (Marin Decl., ¶ 31; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiffs' theory of liability for meal period violations was based on allegations that Defendant had failed to implement its policies and that its practices failed to allow Class Members to take meal breaks in the manner required under California law. (Marin Decl., ¶ 31; *See Bradley v. Networkers Int'l, LLC*, 211 Cal.App.4th 1129, 1150 (2012) (holding that "the lack of a meal/rest break policy and the uniform failure to authorize such breaks are matters of common proof.")). Defendant contended that its policies and practices at all times during the Class Period were lawful. (Marin Decl., ¶ 31). Indeed, Plaintiffs' analysis revealed only a 2.5% violation rate for purported unique meal period violations after offsetting for meal period premiums paid. (Ibid). Defendant further argued that the rate of purported meal period violations reflected in the data would require individualized inquiry

1 and that such inquiry would prohibit a class from being certified. (Ibid). Class Counsel also had to
2 consider the risk that the Court would find validity in an individualized proof defense to certification of
3 Plaintiffs' meal period claim. (Ibid).

4 Additionally, a large portion of Defendant's overall liability lies in Plaintiffs' rest period
5 allegations. (*Id.*, ¶ 32). As with the meal period allegations, Defendant contended that it had a lawful
6 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
7 required under California law. (Ibid). Additionally, this claim was even more uncertain given the
8 difficulties associated with proving the alleged rest period violations, as Defendant was not required to
9 record these breaks. (Ibid). Given the lack of records demonstrating rest period violations, there were
10 legitimate concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
11 requisite certainty, which made the estimated value of this claim subject to much challenge. (Ibid).

12 Plaintiffs also faced challenges certifying and proving liability for their minimum wage and
13 overtime claims. (*Id.*, ¶ 33). These claims were largely based on Defendant's unrecorded, off-the-clock
14 work performed by the Class Members outside of their shifts and during purported meal periods. (Ibid).
15 For example, it was reported that Plaintiffs and Class Members were often interrupted during their meal
16 and rest breaks to ensure that the client jobs were timely completed. (Ibid). Moreover, some Class
17 Members who worked as drivers were required to complete, outside of their shift, the following tasks:
18 cleaning the truck, answering work-related questions, and assisting with inventory. (Ibid). However, the
19 individualized nature of why this work was performed and the individualized nature of damages presented
20 substantial concerns regarding the manageability of the case and the risk the Court could find these issues
21 prevented certification, and the estimated damages for this claim were based on an assumption that all
22 Class Members worked off the clock for at least one hour per week. (Ibid).

23 Plaintiffs also contended that Defendant failed to reimburse Plaintiffs and the other Class
24 Members for necessary business-related expenses, such as the usage of personal cell phones for work-
25 related purposes. (*Id.*, ¶ 34). Defendant contended that, with respect to the alleged expenses for which
26 Plaintiffs and the other Class Members never requested reimbursement from Defendant, it did not know
27 and had no reason to know that alleged business-related expenses had been incurred. (Ibid). Defendant
28 further contended that the reason for why a Class Member undertook certain expenses, while not others,

1 and failed to receive reimbursement for certain expenses while not others, would raise individual issues
2 that could not be certified. (Ibid).

3 There are also substantial risks associated with Plaintiffs' waiting time penalties and wage
4 statement claims. (*Id.*, ¶ 35). First, these claims were derivative of Plaintiffs' claims for unpaid meal
5 period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages,
6 and if certification was denied on those underlying claims, these derivative claims for penalties would
7 also likely fail. (Ibid). Further, even if Plaintiffs prevailed on their underlying claims, they would still
8 be required to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
9 violations. (Marin Decl., ¶ 35; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013)
10 (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding
11 of willfulness")). Wage statement claims have also seen varying treatment at the appellate level because
12 such claims have an element of discretion attached to them rather than a pure calculation of damages after
13 liability is proven. (Marin Decl. ¶ 35; *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010) *with*
14 *Price v. Starbucks Corp.*, 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims, which
15 comprised a substantial portion of Defendant's estimated liability, were therefore uncertain. (Marin
16 Decl., ¶ 35).

17 Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the
18 amount of wages due to Class Members would be an expensive, time-consuming, and uncertain
19 proposition. (*Id.*, ¶ 36). In order to prove liability and damages, Class Counsel will need to request and
20 analyze thousands of pages of documents, obtain the Class Members' contact information, contact them,
21 and obtain their declarations at great expense. (Ibid). Moreover, even if Plaintiffs prevailed at class
22 certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

23 Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential
24 liability Defendant could face from these claims as part of the global resolution. (*Id.*, ¶ 37). Existing
25 case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying wage
26 claims. (Marin Decl., ¶ 37; *see, Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D.
27 Cal. 2008) ("Plaintiff's claim under [PAGA] is wholly dependent upon her other claims. Because all of
28 Plaintiff's other claims fail as a matter of law, so does her PAGA claim")). Class Counsel also anticipated

1 that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the
2 alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory,
3 and that Defendant would argue that it made a good faith attempt to comply with its legal obligations
4 warranting a reduction in penalties. (Marin Decl., ¶ 37).¹ Class Counsel also anticipated Defendant
5 would argue that the violations per pay period were low, warranting an additional reduction in civil
6 penalties. (Ibid). Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally not
7 intended to be compensatory in nature but is instead intended to facilitate enforcement of California’s
8 labor laws by financing state activities and educating and deterring non-compliance. (Ibid).

9 Accordingly, after considering this multitude of factors, Plaintiffs and Class Counsel concluded
10 that it was in the best interest of the State of California and the PAGA Employees to enter into the
11 Settlement, and to allocate Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) of the Gross
12 Settlement Amount towards the PAGA claims, which represents approximately 4.8% of the Gross
13 Settlement Amount. (*Id.*, ¶ 38). This percentage of the settlement is well within the range of wage and
14 hour settlements regularly approved in both state and federal court for cases that include both a class and
15 PAGA action. (Ibid). Typically, such hybrid cases allocate only 1% of the gross settlement value to
16 resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement
17 amount have been approved as reasonable by courts. (Ibid). Moreover, the overall relief obtained by the
18 Settlement is significant, not only from a monetary perspective, but also because it fulfills the public
19 policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the
20 state, and deter future non-compliance by the employer. (Ibid).

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24 ¹ See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory
25 and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis*
26 *Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) (“duplicative effect” of penalties is a factor in favor of “reducing ...the
27 PAGA penalty”); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to
28 stack penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25, 2017); *Sanchez*
v. McDonalds Restaurants of California, Inc., 2017 WL 4620746 (LA Super. Ct. July 6, 2017) (declining to stack penalties
arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing
PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is
warranted where good faith dispute exists in legal obligations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018)
(approving reduction in penalties from \$50 per pay period to \$5 per pay period based on good faith attempts to comply with
obligations and minimal violations).

1 Therefore, taking into account how each of the above risks potentially effected Plaintiffs' ability
2 to first obtain class certification, and then prove the underlying violations, the Court's broad discretion
3 in civil penalties, plus the cost and delay in recovering the alleged potential damages, Class Counsel
4 discounted Defendant's estimated liability based on the challenges facing their ability to succeed on class
5 certification by 65% to \$3,801,331. (*Id.*, ¶ 39). The merits-based risk factors further reduced Defendant's
6 estimated liability by an additional 65%. (*Ibid*). This resulted in an adjusted estimated liability of
7 \$1,330,466. (*Ibid*). In light thereof, the settlement amount of \$937,500 is a significant settlement.
8 (*Ibid*).

9 Class Counsel therefore submits that the Settlement is in the best interest of the Class Members,
10 the PAGA Employees, and the State of California and is within the accepted range of recoveries for this
11 type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class
12 certification, and the costs of further litigation. (*Id.*, ¶ 40).

13 VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

14 Code of Civil Procedure Section 382 provides that three basic requirements must be met in order
15 to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined
16 community of interest in the question of law or fact affecting the parties to be represented; and (3)
17 certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class action
18 is superior to other methods. (*See Dunk*, 48 Cal.App.4th at 1806). Plaintiffs contends that the Class
19 Action, which is based upon Defendant's wage and hour policies and practices, satisfies the class
20 certification requirements under California Code of Civil Procedure section 382. Defendant denies
21 Plaintiffs' allegations, but for purposes of the Settlement only, Defendant has stipulated to certification
22 of the Class.

23 A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is 24 Impracticable

25 Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of
26 the class, and (3) the means of identifying the class members. (*See Miller v. Woods*, 148 Cal.App.3d 862,
27 873 (1983)). In this case, all three considerations strongly favor class certification. Here, the Class is
28 defined as "all current and former hourly-paid and/or non-exempt employees who worked for Defendant

1 in the State of California at any time during the Class Period.” (Marin Decl., ¶ 16; Settlement Agreement,
2 ¶ 11.b). This provides a clear and definite scope for the proposed class.

3 Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity
4 requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Rose v.*
5 *City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995);
6 *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, as of December 4, 2025 the estimated
7 Class size of Eight Hundred Sixty-Four (864) individuals meets the numerosity requirement.

8 Finally, the question of whether class members are easily identifiable turns on whether a plaintiff
9 can establish “the existence of an ascertainable class.” (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706
10 (1967)). The existence of an ascertainable class in this case can be established through Defendant’s
11 payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and
12 the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE Corp.*, 191
13 Cal.App.3d 605, 617 (1987)).

14 **B. The Class Shares a Well-Defined Community of Interest**

15 The community of interest requirement embodies three factors: (1) predominant questions of law
16 and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives
17 who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806). Here, all three requirements
18 are easily satisfied.

19 The commonality criterion requires the existence of common question of law or fact and is
20 generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706).
21 What is required is that a common question of fact or law exists which predominates over issues unique
22 to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising
23 from employment—is not a bar to class certification as long as they do not render class litigation
24 unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois,*
25 *Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

26 Here, Plaintiffs’ claims present common issues of law and fact that predominate and warrant class
27 certification. Plaintiffs allege that Defendant denied compliant meal and rest periods to employees,
28 required employees to perform work off-the-clock, and failed to fully compensate employees for all time

1 actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and
2 overtime wages, and other related claims. Plaintiffs allege that Defendant's policies and practices were
3 uniform as to all Class Members. Thus, class treatment is appropriate.

4 To satisfy the typicality requirement, California law does not require that plaintiffs' claims be
5 identical to the other class members. Rather, the test of typicality for a class representative is whether
6 other members have the same or similar injury, whether the action is based on conduct which is not
7 unique to the named plaintiff, and whether other class members have been injured by the same course of
8 conduct. (*See Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)). The typicality requirement
9 for a class representative refers to the nature of the claim or defense of the representative, and not to the
10 specific facts from which it arose or the relief sought. (*See Ibid*).

11 Here, Plaintiffs allege that their claims are similar to that of the other Class Members and that
12 Plaintiffs' claims arise out of the same alleged course of conduct giving rise to the claims of the other
13 Class Members. Because Plaintiffs' claims are based upon the same alleged conduct and business
14 practices as those of Class Members, the typicality requirement has been satisfied.

15 Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney
16 is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
17 interests of the class." (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, these
18 considerations are satisfied. Class Counsel is well-regarded and is qualified and experienced in
19 employment-related, class-action litigation. (Marin Decl., ¶¶ 2-8). Plaintiffs will vigorously, adequately,
20 and fairly represent the interests of the Class. Plaintiffs have, at all times, throughout the course of the
21 litigation considered the interests of the Class and understood that they must take steps to adequately
22 represent the Class and their interests. (Fears Decl., ¶ 10; Childs Decl., ¶ 10). Because Plaintiffs' claims
23 are typical of other Class Members and are not based on unique circumstances, there is no antagonism
24 between the interests of Plaintiffs and the Class.

25 **C. A Class Action is Superior to a Multiplicity of Litigation**

26 Under the circumstances, proceeding as a class action is a superior means of resolving this dispute,
27 as the Class Members and the Court will derive substantial benefits. Class certification would serve as
28 the only means to deter and redress the alleged violations. (*See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429,

434 (2000) (relevant considerations include the probability that each class member will come forward to prove his or her separate claim and whether the class approach would actually serve to deter and redress the alleged wrongdoing)). Further, individual actions arising out of the same operative facts would unduly burden the courts and could result in inconsistent results. Therefore, class action proceedings are superior to individual litigation.

VII. THE REQUESTED ENHANCEMENT PAYMENTS ARE REASONABLE

Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation “for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of class action settlement agreements containing enhancements for the class representative, which are necessary to provide incentive to represent the class and are appropriate given the benefit the class representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of \$15,000 to be “fair and reasonable”)).

Plaintiffs initiated this litigation on behalf of their former co-workers who will now be entitled to receive payment from the Settlement. Plaintiffs invested substantial time and effort into litigation, including their own research, reviewing documents, and extensive discussions with Class Counsel. (Fears Decl., ¶¶ 3-5; Childs Decl., ¶¶ 3-5). Further, the requested amounts for Plaintiffs are also reasonable given the average award and the benefit gained by other Class Members. For these reasons, Plaintiffs request that Enhancement Payments of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00) be preliminarily approved by the Court. (Marin Decl., ¶ 41; Fears Decl., ¶ 12; Childs Decl., ¶ 12).

VIII. THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE

Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions are “not to be disturbed on appeal absent a manifest abuse of discretion.” (*Lealao v. Beneficial Cal, Inc.*, 82 Cal.App.4th 19, 41 (2000)). California law provides that attorney fee awards should be equivalent to fees

1 paid in the legal marketplace to compensate for the result achieved and risk incurred. (*Id.* at 47). In cases
2 where class members present claims against a common fund and the defendant agrees to a percentage of
3 the fund as part of the settlement, use of the percentage method is appropriate. (*Id.* at 32).

4 Here, the requested attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount
5 (i.e., \$328,125.00 if the Gross Settlement Amount is \$937,500.00) is disclosed to Class Members in the
6 proposed Class Notice. (Settlement Agreement, Exh. A). The requested fee was freely negotiated, is
7 common in the legal marketplace, and is not opposed by Defendant. The Motion for Final Approval will
8 elaborate on the nature of the legal services provided and will also support Class Counsel's request for
9 the reimbursement of litigation costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents
10 (\$30,000.00). (Marin Decl., ¶¶ 42 and 44). The Attorneys' Fees and Costs that are not ultimately
11 approved by the Court shall instead be included in the Net Settlement Amount to be distributed to
12 Settlement Class Members. (Settlement Agreement, ¶ 14).

13 **IX. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS**
14 **MEETS DUE PROCESS REQUIREMENTS**

15 The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members.
16 (*Id.*, Exh. A). The Class Notice will include information regarding the nature of the Actions, a summary
17 of the terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the
18 Class Settlement and to dispute Workweeks and/or Pay Periods, and the date of the Final Approval
19 Hearing. (*Ibid.*). The Class Notice will list each Class Member's total Workweeks and their estimated
20 Individual Settlement Share and each PAGA Employee's total Pay Periods and their estimated Individual
21 PAGA Payment. (*Ibid.*).

22 Within fourteen (14) calendar days after entry of the preliminary approval order, Defendant will
23 provide a list in a formatted readable Microsoft Office Excel spreadsheet to the Settlement Administrator
24 containing the following information for each Class Member: full name; last known mailing address;
25 Social Security number; dates worked for Defendant during the Class Period; and such other information
26 as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods (collectively
27 referred to as the "Class List"). (*Id.*, ¶¶ 10.d and 28). Within fourteen (14) calendar days after receiving
28 the Class List from Defendant, the Settlement Administrator will perform a search based on the National

1 Change of Address Database or other similar services available, such as provided by Experian, for
2 information to update and correct for any known or identifiable address changes, and will mail a Class
3 Notice in English and Spanish to all Class Members via First-Class U.S. Mail, using the most current,
4 known mailing addresses identified by the Settlement Administrator. (*Id.*, ¶ 29.a). The Parties have
5 agreed to use Phoenix Settlement Administrators as the Settlement Administrator. (Marin Decl., ¶ 45;
6 Settlement Agreement, ¶ 10.kk).

7 In determining whether to approve a settlement of a class action, a trial court has virtually
8 complete discretion as to the manner of giving notice to class members, and review on appeal is governed
9 by the abuse of discretion standard. (*See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380
10 (2010)). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which
11 would result in a higher likelihood of actual notice. (Marin Decl., ¶ 46). The original source of the
12 mailing addresses is from Class Members, who provided the information to Defendant. (*Ibid.*).

13 Class Members will have forty-five (45) calendar days from the initial mailing of the Class Notice
14 by the Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or Dispute
15 (“Response Deadline”). (Settlement Agreement, ¶ 11.jj).

16 Any Class Notice returned to the Settlement Administrator as undeliverable on or before the
17 Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed
18 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice.
19 (*Id.*, ¶ 29.b). If no forwarding address is provided, the Settlement Administrator will promptly attempt
20 to determine a correct address using a skip-trace or other search, using the name, address, and/or Social
21 Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.
22 (*Ibid.*). In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that
23 Class Member shall be extended fifteen (15) calendar days from the original Response Deadline. (*Id.*, ¶
24 11.jj).

25 Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods
26 to which they have been credited, as reflected in their respective Class Notices, by submitting a timely
27 and valid letter (“Dispute”) to the Settlement Administrator, by mail, postmarked on or before the
28 Response Deadline. (*Id.*, ¶¶ 11.j and 30). A Dispute must: (a) contain the case name and number of the

1 Class Action; (b) contain the Class Member's full name, signature, address, telephone number, and the
2 last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member
3 disputes the number of Workweeks and/or Pay Periods credited to that Class Member and what the Class
4 Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at
5 the specified address, postmarked on or before the Response Deadline. (*Id.*, ¶ 10.j).

6 Any Class Member wishing to be excluded from the Class Settlement must submit a timely and
7 valid letter ("Request for Exclusion") to the Settlement Administrator, by mail, postmarked on or before
8 the Response Deadline. (*Id.*, ¶¶ 11.ii and 31). A Request for Exclusion must: (a) contain the case name
9 and number of the Class Action; (b) contain the Class Member's full name, signature, address, telephone
10 number, and last four (4) digits of the Class Member's Social Security number; (c) clearly state that the
11 Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
12 Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id.*,
13 ¶ 11.ii). Notwithstanding the above, all PAGA Employees will be bound by the PAGA Settlement and
14 will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for
15 Exclusion. (*Id.*, ¶ 31).

16 To object to the Class Settlement, Settlement Class Members must submit a timely and complete
17 written objection ("Notice of Objection") to the Settlement Administrator, by mail, postmarked on or
18 before the Response Deadline. (*Id.*, ¶¶ 11.w and 32). A Notice of Objection must: (a) contain the case
19 name and number of the Class Action; (b) contain the objector's full name, signature, address, telephone
20 number, and the last four (4) digits of the objector's Social Security number; (c) contain a written
21 statement of all grounds for the objection accompanied by any legal support for such objection; (d)
22 contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be
23 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
24 Response Deadline. (*Id.*, ¶ 11.w). Settlement Class Members, individually or through counsel, may also
25 present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a
26 Notice of Objection. (*Id.*, ¶ 32).

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Dated: March 11, 2026

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