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

ILANA RAMOS and CASSIE MURPHY, as
individuals, on behalf of themselves, and all
persons similarly situated,

Plaintiffs,

v.

INFINITE COMPUTER SOLUTIONS,
INC., a Delaware corporation; and DOES 1
to 10 inclusive,

Defendants.

Case No. CU24-09034

[Assigned to Hon. Tim P. Kam, Dept. 7]

CLASS & REPRESENTATIVE ACTION

**DECLARATION OF R. CRAIG CLARK IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: November 3, 2026
Time: 9:00 A.M.
Dept.: 7

Trial Date: Not set

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1 I, R. Craig Clark, declare as follows:

2 1. I am an attorney admitted and licensed to practice law in the state of California and
3 before this Honorable Court. I am the Principal of Consumer and Employment Lawyers and Counsel
4 of record for Plaintiffs Ilana Ramos and Cassie Murphy (“Plaintiffs”). The matters stated herein are
5 known to me based upon my own personal knowledge except as otherwise stated.

6 2. This declaration¹ is submitted in support of Plaintiffs’ Motion for Preliminary Approval
7 of Class Action Settlement in the above-entitled matter and for an Order:

- 8 i. Granting preliminary approval of the class action settlement reached in this
9 matter;
- 10 ii. Appointing Phoenix Class Action Administration Solution as the Settlement
11 Administrator;
- 12 iii. Provisionally certifying the Settlement Class for settlement purposes only;
- 13 iv. Approving as to form the Notice of Class Action Settlement and Hearing Date
14 for Final Court Approval (collectively, the “Class Notice Packets”) and ordering
15 that the Class Notice Packets be distributed to the Settlement Class;
- 16 v. Appointing Plaintiffs as the Class Representatives;
- 17 vi. Appointing R. Craig Clark and Alicja A. Urtnowski of Consumer and
18 Employment Lawyers as Class Counsel;
- 19 vii. Setting this matter for hearing on the issues of final approval of the class action
20 settlement, approval of the Service Payment to Named Plaintiffs, and approval
21 of Plaintiffs’ Counsel’s Attorneys’ Fees and Litigation Expenses;
- 22 viii. Granting all other and further relief as the Court deems just and proper.

23 **PROCEDURAL HISTORY**

24 3. On September 12, 2024, Plaintiff Ilana Ramos filed a notice with the Labor &
25 Workforce Development Agency (“LWDA”) alleging that Defendant violated Labor Code sections

26 _____
27 ¹ This declaration incorporates by reference the definitions set forth in the Settlement Agreement. To
28 the extent the terms are defined in the Settlement Agreement, all defined terms contained herein shall
have the same meaning as set forth in the Settlement Agreement.

201-204, 210, 226, 226.3, 226.7, 246, 432, 510, 512, 551, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800 and 2802, pursuant to Labor Code section 2699 (the “PAGA Notice”).

4. On November 18, 2024, Plaintiff Ramos filed a class and representative PAGA action complaint in this Superior Court against Defendant.

5. On July 1, 2025, Plaintiff Ramos, along with Plaintiff Cassie Murphy, filed an Amended PAGA Notice with the LWDA, adding Cassie Murphy as a PAGA representative in this case.

6. On December 16, 2025, Plaintiffs filed their First Amended Complaint, the Operative Complaint. The Operative Complaint, and the PAGA Notices are attached as exhibits to the Operative Complaint, is on file with the Court and incorporated herein by reference.

7. The Operative Complaint alleges that Defendant failed to timely pay minimum wages and overtime compensation (Labor Code §§ 204, 210, 226.2, 510, 1194, 1197, 1197.1, 1198, and 1199), failed to provide legally compliant meal periods or compensation in lieu thereof (Labor Code §§ 204, 226.7 and 512), failed to provide legally compliant rest periods or compensation in lieu thereof (Labor Code §§ 204 and 226.7), failed to pay all wages owed upon separation (Labor Code §§ 201, 202, and 203), failed to provide paid sick leave and written notice of the amount of sick leave available (Labor Code § 246), failed to furnish accurate itemized wage statements (Labor Code §§ 226 and 226.3), failed to maintain accurate records Labor Code §§ 226(a) and 1174), failed to reimburse for necessary work expenses (Labor Code §§ 2800 and 2802), violated the Unfair Competition Law (Bus. & Prof. Code §§ 17200 et seq.) and Private Attorneys General Act (Labor Code §§ 2698 et seq.).

MEDIATION

8. While the case was pending, following some motion practice, the Parties and their respective counsel agreed to participate in private mediation in the hopes of reaching a resolution of all claims on a class and representative basis.

9. Through informal discovery in connection with the mediation, Defendant produced timekeeping and payroll data for a 20% representative sampling of Class Members and Aggrieved Employees, personnel and payroll data for Plaintiffs, relevant policies and documents which applied to the employment of Plaintiffs and the Class Members and Aggrieved Employees, Employee

1 Handbooks, data relating to the numbers of Class Members and Aggrieved Employees, the number of
2 work weeks and pay periods worked during the Class Period and PAGA Period, and other data specific
3 to the Class Members and Aggrieved Employees which allowed Plaintiffs to conduct a full damage
4 analysis.

5 10. On April 6, 2026, the parties participated in a full-day mediation with private mediator
6 Steven J. Rottman, Esq. As a result of the mediation, and with the assistance of the private mediator,
7 the Parties reached a resolution of all of the claims asserted in the Action. As part of this Settlement,
8 the Parties have agreed to move for approval of the Settlement in this Action. At all times, the Parties'
9 negotiations were adversarial, non-collusive and at arm's length.

10 **SUMMARY OF SETTLEMENT**

11 11. The Parties reduced their agreement to writing and signed the Settlement Agreement, as
12 reflected in the Class Action and PAGA Settlement Agreement ("Settlement Agreement"). The
13 Settlement Agreement is based off the LA Court Model Class and PAGA Action Settlement
14 Agreement. A true and correct copy of the Parties' fully executed Settlement Agreement is attached
15 hereto as **Exhibit 1** and incorporated herein by reference.

16 12. As required by PAGA, at the time of filing the Motion for Preliminary Approval, my
17 office caused the executed Settlement Agreement with Class Notice, as well as the Operative
18 Complaint, to be submitted to the LWDA. A true and correct copy of the confirmation of submission is
19 attached hereto as **Exhibit 2** and incorporated herein by reference.

20 **Size Of Class & Aggrieved Employee Population**

21 13. Based on a review of its records to date, Defendant estimate there are approximately
22 205 putative Class Members who collectively worked a total of 7,857 work weeks during the period
23 covered by the Agreement. Settlement Agreement § 4.1.

24 **Settlement Amount & Payments**

25 14. The Parties have agreed to settle this case for a total of \$400,00.00. Settlement
26 Agreement § 3.1. With this Court's approval, the Administrator will make and deduct the following
27 payments from the Gross Settlement Fund:
28

To Class Members:	Approximately <u>\$162,000</u> is to be distributed to the Settlement Class Members as follows: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. <i>Id.</i>, § 3.2.4. Estimated individual payments are expected to range from approximately \$200 to \$2,000, depending on the number of workweeks worked, with an average payment of approximately \$790.
To Plaintiffs:	<u>\$10,000</u> will be allocated to each named Plaintiffs Ramos and Murphy as service awards (a total of \$20,000), in addition to any Individual Class Payment and any Individual PAGA Payment the Plaintiffs are entitled to receive as Participating Class Member. Defendant do not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. <i>Id.</i>, § 3.2.1
To Class Counsel:	<u>\$140,000</u> (35% of Gross Settlement Amount) will be paid to Class Counsel. <i>Id.</i>, § 3.2.2. No more than <u>\$40,000</u> will also be allocated to Class Counsel for expenses. <i>Id.</i>
To The Administrator:	No more than <u>\$8,000</u> will be paid to the settlement administrator. <i>Id.</i>, § 3.2.3.
To the LWDA/Aggrieved Employees:	<u>\$30,000</u> will be allocated for the settlement of PAGA claims, to be distributed as follows: \$19,500 (<i>i.e.</i> 65,000% of the \$30,000 amount allocated to settle PAGA claims) will be paid to the LWDA. <i>Id.</i>, § 3.2.5. \$10,500 (<i>i.e.</i> 35% of the \$30,000 amount allocated to settle PAGA claims) will be paid to the Aggrieved Employees pro-rata, based on the number of PAGA Pay Periods worked by each Aggrieved Employee. <i>Id.</i>, § 3.2.5.

15. Settlement class members will have 180 days to cash their checks. *Id.*, § 4.4.1. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384. *Id.*, § 4.4.3.

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Scope Of Applicable Releases

16. All Participating Class Members will release Defendant from “all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action” including without limitation, California Labor Code sections 201, 202, 203, 204, 206, 210, 212, 213, 216, 218.6, 221, 225.5, 226, 226(a), 226.3, 226.7, 246, 256, 432, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, et seq., and all claims for or related to alleged failure to timely pay minimum wages and overtime compensation, failure to provide legally compliant meal periods or compensation in lieu thereof, failure to provide legally compliant rest periods or compensation in lieu thereof, failure to pay all wages owed upon separation, failure to provide paid sick leave and written notice of the amount of sick leave available, failure to furnish accurate itemized wage statements, failure to maintain accurate records, failure to provide copies of signed documents, failure to reimburse for necessary work expenses, and violation of the unfair competition law; including, but not limited to, claims for injunctive relief, liquidated damages, penalties, interest, fees, costs, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Operative Complaint, throughout the PAGA Period. *Id.*, § 5.2 and 5.3.

17. Finally—in consideration of their Service Award, Class Member Payment, and the other terms and conditions of the Settlement—the named Plaintiffs agreed to broader release of claims against Defendant. *Id.*, § 5.1. This release will include a waiver of provisions, rights, and benefits (if any) of California Civil Code section 1542. *Id.*, § 5.1.1.

Settlement Administration

18. The Parties have agreed, subject to Court approval, to appoint Phoenix Class Action Administration Solution as the Settlement Administrator. *Id.*, § 1.2. Pursuant to the terms of the Settlement Agreement, Phoenix will be responsible for determining each Class Member’s Individual Settlement Share according to the terms of the Settlement Agreement; preparing, printing, and mailing the Class Notice to all Class Members; promptly notifying Class Counsel and Defendant’s counsel of any requests for exclusion or objections; preparing and distributing checks to Class Members, the LWDA, and

1 Aggrieved Employees in accordance with the terms of the Settlement Agreement; and providing necessary
2 declarations and reports, along with other duties, as necessary to carry out the terms of the settlement.
3 Phoenix will also disburse all proceeds of the settlement in accordance with the terms of the Settlement
4 Agreement and the Orders of this Court. *Id.* at §§ 7; 4.4. Phoenix has agreed to cap its fee at \$8,000. *Id.*, §
5 3.2.3. *See also* Declaration of Jodey Lawrence.

6 **Providing Class Notice**

7 19. All Class Members will be mailed a Class Notice. *Id.*, § 7.4; *see also* Class Notice
8 attached to the Settlement Agreement as Exh. A. The Notice includes information regarding the nature
9 of the litigation; a summary of the terms of the Settlement Agreement; the definition of the Settlement
10 Class; the estimated cost for administration of the settlement; information regarding the Settlement
11 Payments to be paid from the Gross Settlement Amount; the total number of Class Period Workweeks
12 worked by the Class Member; the Class Member's estimated Individual Settlement Share; the formula
13 for calculating Individual Settlement Shares; the dates of the Class Period; instructions for requesting
14 exclusion from or objecting to the settlement, as well as the deadlines by which Class Members must
15 postmark such requests or objections; the date, time and location of the Final Approval/Fairness
16 Hearing; and the claims to be released by Participating Class Members. Counsel for the Parties have
17 agreed to the language of the Class Notice.

18 20. The Settlement Agreement provides for the Settlement Administrator to mail the Class
19 Notice to all Class Members via first-class USPS mail within 25 days after the Court grants
20 Preliminary Approval of the Settlement. Settlement Agreement, § 7.4.2. Not later than 3 business
21 days after the Administrator's receipt of any Class Notice returned by USPS as undelivered, the
22 Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS
23 does not provide a forwarding address, the Administrator shall conduct a Class Member Address
24 Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no
25 obligation to make further attempts to locate or send Class Notice to Class Members whose Class
26 Notice is returned by USPS a second time. *Id.*, § 7.4.3.

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Exclusions and Objections

21. Under the terms of the Settlement Agreement, Class Members will have the opportunity to exclude themselves from the settlement by sending the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). Settlement Agreement, § 7.5.1.

22. Additionally, the Settlement Agreement permits Class Members who do not request exclusion from the settlement to object to the settlement by timely submitting a valid written statement of objection to the Claims Administrator by the Response Deadline (45 days after mailing of the Notice Packet). Settlement Agreement, § 7.7. Alternatively, any Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. § 7.7.2

23. This is not a claims made settlement. All class members will be sent their allocated share of the net settlement funds. There is no possible reversion.

24. Plaintiffs will apply to the Court for service award in the amount of \$10,000 for each Plaintiffs in consideration for the services rendered on behalf of the settlement class. The requested class representative service award is well within the accepted range of awards.² As explained in *Glass*, service awards are routinely awarded to class representatives to compensate the employees for the time and effort expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation therefrom, and to serve as an incentive to vindicate the statutory rights of all employees. *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8509 at *18. By being the named representatives in the Action, Plaintiffs put their name forward on the public record at the risk of future or potential employers choosing not to hire them based on the fact that they took the lead in this Action. So, being Representative Plaintiffs in an action versus an employer likely carries more stigma and risk of limiting their future employment than in most class/collective action cases. Plaintiffs also risked

² See e.g. *Louie v. Kaiser Foundation Health Plan, Inc.*, (S.D. Cal. Oct. 06, 2008) 2008 U.S. Dist. LEXIS 78314,*6 (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, (N.D. Cal. Jan. 27 2007) 2007 U.S. Dist. LEXIS 8509, *52 (awarding \$25,000 enhancement award in overtime class action and a pool of \$100,000.00 in enhancements); *Van Vranken v. Atlantic Richfield Co.*, (N.D. Cal. 1995) 901 F. Supp. 294, 299-300 (awarding enhancement award of \$50,000).

1 liability for Defendant's attorneys' fees and costs due to the two-way fee shifting provisions in the
2 Labor Code. *See* Labor Code §§ 218.5, 226. Plaintiffs also performed their duties admirably by
3 working with their counsel; including, without limitation, review and analysis of a multitude of
4 documents produced by Defendant, communicating with class members, participating in numerous
5 meetings and discussions, investigation of and responding to Defendant's legal and factual assertions
6 and arguments, working with their counsel to prepare discovery responses, significant time searching
7 for employment-related documents, discussing their experience with Class Counsel, reviewing
8 settlement documents, and providing consistent support to Plaintiffs' Counsel. The Representatives
9 participated in the Mediation and continued negotiations of the settlement of this action with and
10 through their counsel. Accordingly, Class Representative Plaintiffs have risked and surrendered more
11 than any Class Member. Moreover, if preliminary approval is granted, the requested service award
12 amount will be clearly disclosed in the Class Notice and all Class Members will have the opportunity
13 to object or otherwise comment on the proposed amount.

14 **FAIRNESS OF SETTLEMENT & RISK OF CONTINUED LITIGATION**

15 25. Prior to mediation, Plaintiffs' counsel conducted a thorough investigation and
16 significant discovery into the facts and legal issues raised by the Action. For example, Defendant
17 produced timekeeping and payroll data for a 20% sampling of Class Members and Aggrieved
18 Employees, personnel and payroll data for Plaintiffs, relevant policies and documents which applied to
19 the employment of Plaintiffs and the Class Members and Aggrieved Employees, Employee
20 Handbooks, data relating to the number of Class Members and Aggrieved Employees, the number of
21 work weeks worked during the Class Period and PAGA Period, and other data specific to the Class
22 Members and Aggrieved Employees which allowed Plaintiffs to conduct a full damage analysis.
23 Plaintiffs' counsel closely scrutinized and considered all of this information during settlement
24 negotiations.

25 26. In reaching the proposed settlement, Plaintiffs counsel's negotiation efforts took into
26 consideration relevant factors such as the size of the class, the information, data, and documents
27 obtained in the litigation and/or otherwise exchanged pursuant to the mediation privilege; the
28 experience of the named Plaintiffs; the strengths and weaknesses of the case; the uncertain outcome

and risk of litigating complex actions; the time and expense in litigating a case through trial; Defendant's defenses; and the non-reversionary nature of the settlement.

27. The theoretical recovery at trial spans a large range: from zero up to many thousands of dollars per employee. And while Plaintiffs recognize that the Court requests that these papers specify the maximum realistic recovery of each claim asserted in the operative complaint, providing even that estimate is extraordinarily difficult. Defendant maintains the realistic recovery for this action is nothing, and Plaintiffs strongly disagree. Nevertheless, Plaintiffs provide such estimates below; though note a significant portion of the potential range of recovery is at serious risk given the defenses presented by Defendant:

Plaintiffs' Estimated Potential Recovery		
Assumptions During Class Period (based on time/payroll data provided by Defendant)		
<u>Estimated number of shifts with meal break violations = 5,713</u>		
<u>Estimated number of shifts with rest break violations = 7,857</u>		
<u>Average pay rate = \$47.73</u>		
<u>Number of former employees = 57</u>		
<u>Number of pay periods within 1-year Statute of Limitations = 4,091</u>		
Cause of Action	Estimated Potential Recovery	Calculations for Estimated Potential Recovery
Meal Period Claim	\$272,681.49	<u>5,713</u> Estimated Shifts with MB Violations x \$47.73 average rate
Rest Period Claim	\$375,014.61	<u>7,857</u> Estimated Shifts with RB Violations x \$47.73 average rate
Off-the-clock Claim	\$280,921.44	(3,928 Estimated off-the-clock hours x \$47.73 Average Hourly Rate) + (1,305 Estimated off the clock overtime hours x \$71.60 Average Hourly Overtime Rate)
Reimbursement Claim	\$205.00 ³	\$10 reasonable monthly reimbursement x 205 class members x 10% violation rate

³ While the complaint alleged various unreimbursed expenses, Plaintiffs' investigation uncovered that the exposure value of the claim was ultimately small. Plaintiffs' investigation revealed that very few class members used their personal cell phones due to company policies prohibiting their use, while the

Unfair Competition Law	Extends Statute of Limitations, so Subsumed in Above Calculations	
Sub-Total Unpaid Wages⁴	\$928,822.54	
Labor Code § 203 Penalties	\$652,946.40	57 former employees x 30 days x 8 hours x \$47.73
Labor Code § 226 Penalties	\$204,550	4,091 pay periods x \$50
Failure to Maintain Accurate Records	Penalties overlap with Labor Code § 226	
TOTAL	\$1,786,318.94	

28. Based on Plaintiffs counsel's analysis of the information and documents exchanged in this matter, Plaintiffs' counsel is of the opinion that the proposed settlement is reasonable in light of the facts surrounding the claims and defenses raised in this Action.

29. Additionally, as described in the Settlement Agreement and the Class Notice, Class Members will receive notice of the proposed settlement. (Class Notice is attached to Settlement Agreement as Exh. A). Each Class Member will have the opportunity, upon reviewing the Class Notice, to either exclude themselves from the settlement or object to the terms of the settlement. *Id.* Therefore, Class Members will be provided with the opportunity to express their views and opinions regarding the proposed settlement. Accordingly, the Court will have all information necessary at the Final Approval/Fairness Hearing to finally determine whether the settlement is fair, adequate and reasonable.

30. Based on Plaintiffs' counsel's analysis of the information and documents available to them in this Action, Defendant's exposure for civil penalties under the PAGA in this case is

company provided the work equipment. Therefore, the only value in the claim is based on a heavily discounted personal cellphone use.

⁴ This value is the exposure of the entire class.

1 approximately \$613,650. In this case, there are approximately 4,091 pay periods worked by 205 PAGA
2 Settlement Members during the PAGA Period, and the maximum amount in penalties Plaintiffs could
3 recover at trial is approximately \$613,650 (4,091 pay periods x \$50 penalty times 3, for overtime, meal
4 premiums and rest premiums = \$613,650). The proposed allocation of \$30,000 to the PAGA is an
5 exceptional outcome in light of all known facts and circumstances as well as the fact that civil
6 penalties under PAGA are discretionary. Plaintiffs' counsel is thus of the opinion that the proposed
7 settlement is reasonable in light of the facts surrounding the claims and defenses raised in this Action.

8 31. Based on the foregoing, I believe the proposed settlement represents a favorable
9 resolution for the members of the Settlement Class and is in the best interest of the parties in light of all
10 known facts and circumstances.

11 QUALIFICATIONS

12 32. I, and my office, have extensive experience in litigating wage and hour class actions and
13 representative actions under Private Attorney General Act of 2004 ("PAGA"), as outlined below.

14 33. I have practiced law in California for over 38 years. I have tried over 25 cases to juries
15 and received two "Outstanding Trial Lawyer" awards. Over the past 25 years my firm has specialized
16 in collective, representative and class wide cases. We have handled well over 200 class, collective and
17 representative actions and complex commercial matters, including wage and hour class actions and
18 PAGA actions. We have served as sole counsel, lead counsel, and co-lead counsel in the vast majority
19 of the matters. My firm has successfully prosecuted and obtained significant recoveries in class and
20 representative actions brought under the California Labor Code. Accordingly, my office is highly
21 experienced in prosecuting class and representative actions and can adequately and competently
22 represent the Settlement Class in this matter. A true and correct copy of my firm's resume is attached
23 hereto as Exhibit 3 and incorporated herein by reference.

24 34. Based on my firm's experience, we did and will adequately and competently represent
25 Plaintiffs, the Settlement Class, and the PAGA collective in this matter. We have fought for and
26 negotiated a settlement that I believe is fair, reasonable, adequate and in the best interest of the
27 Settlement Class and the PAGA collective in light of all known facts and circumstances including, but
28 not limited to, the risk of continued litigation. Thus, I along with Plaintiffs respectfully request that this

1 Court preliminarily approve the settlement.

2 35. I am not aware of any actual or potential conflict of interest with the Settlement
3 Administrator, Phoenix Class Action Administration Solution, in this case. I do not have any financial
4 interest in Phoenix Class Action Administration Solution.

5 36. I am not aware of any actual or potential conflict of interests with any Class Members.

6
7 I declare under penalty of perjury under the laws of the state of California that the foregoing is
8 true and correct, and that this declaration was executed on this 14th of May 2026 in San Diego,
9 California.

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11 _____
12 R. Craig Clark
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (the “Agreement”) is made by and between Plaintiffs **Ilana Ramos and Cassie Murphy** (“Plaintiffs”) and Defendant **Infinite Computer Solutions, Inc.** (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

“**Action**” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant, captioned *Ilana Ramos et al. v. Infinite Computer Solutions, Inc.*, Case No. CU24-09034, initiated on or about November 18, 2024, and pending in the Superior Court of the State of California, County of Solano. On February 9, 2026, the Parties stipulated to allow Plaintiff Ramos to amend her Complaint to add Cassie Murphy as a Plaintiff/Class Representative.

1.1. “**Administrator**” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.2. “**Administration Expenses Payment**” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.3. “**Class**” means all persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time during the Class Period.

1.4. “**Class Counsel**” means R. Craig Clark and Alicja A. Urtnowski of Consumer & Employment Lawyers.

1.5. “**Class Counsel Fees Payment**” and “**Class Counsel Litigation Expenses Payment**” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.6. “**Class Data**” means Class Member identifying information in Defendant’s possession including the Class Member’s (1) full name; (2) last-known mailing address; (3) last known email address; (4) social security number(s); (5) dates of employment and (6) number of Class Period Workweeks and PAGA Pay Periods.

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

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

1.9. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement. The Notice will use the L.A. Superior Court Model Class Notice form as a base template, as modified for this case, for the Class Notice.

1.10. “Class Period” means the period from May 20, 2024 through the date of Preliminary Approval.

1.11. “Class Representative” means the named Plaintiffs in the Action seeking Court approval to serve as Class Representative.

1.12. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.13. “Court” means the Superior Court of California, County of Solano.

1.14. “Defendant” means named Defendant Infinite Computer Solutions, Inc.

1.15. “Defense Counsel” means Leila Nourani, Michael D. Thomas, and Payam Malakouti of Jackson Lewis P.C.

1.16. “Effective Date” means the date by when the following has occurred: If there are no objectors to the settlement or Motions for intervention filed then: (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel and Defendant’s Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class Action Settlement has been given to the putative members of the Settlement Class, providing them with an opportunity to object to the terms of this Stipulation of Settlement or opt out of the settlement; (4) the Court has held a formal fairness hearing

and entered a final Order and Judgment certifying the Settlement Class, dismissing the Action with prejudice, and approving the Stipulation of Settlement; If there are objectors and/or Motions to Intervene or Object filed then: (5) when 65 calendar days have passed since the Court has entered a final Order and Judgment certifying the Settlement Class, dismissing the Action with prejudice, and approving the Stipulation of Settlement; and (6) five business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court's Entry of Judgment has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing or seeking to vacate the Court's Judgment or final Order approving the Stipulation of Settlement has been filed, five business days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

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

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

1.19. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.20. "Gross Settlement Amount" means Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administrator's Expenses.

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

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

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

1.24. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under

Labor Code section 2699, subd. (i).

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

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

1.27. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.28. “PAGA Period” means the period from May 20, 2024 through the end of the Class Period.

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

1.30. “PAGA Notice” means Plaintiffs’ September 12, 2024 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.31. “Amended PAGA Notice” means Plaintiffs’ July 1, 2025 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.32. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, (\$30,000.00) allocated 35% to the Aggrieved Employees (\$10,500.00) and the 65% to the LWDA (\$19,500.00) in settlement of the PAGA claims.

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

1.34. “Plaintiffs” means Ilana Ramos and Cassie Murphy, the named plaintiffs in the Action.

1.35. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.36. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.37. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.39. “Released Parties” means Defendant and all of its present and former parent companies, direct and indirect subsidiaries, members, joint ventures, owners, principals, agents, divisions, and their respective related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendant’s counsel of record in the Action.

1.40. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.41. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiration date.

1.42. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.43. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS

2.1. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice and Amended PAGA Notice.

2.2. On November 18, 2024, Plaintiffs commenced this putative class action by filing a complaint against Defendant in the Superior Court of California, County of Solano, asserting causes of action against Defendant for: (1) failure to timely pay minimum wages and overtime compensation; (2) failure to provide legally compliant meal periods or compensation in lieu thereof; (3) failure to provide legally compliant rest periods or compensation in lieu thereof; (4) failure to pay all wages owed upon separation; (5) failure to provide paid sick leave and written notice of the amount of sick leave available; (6) failure to furnish accurate itemized wage statements; (7) failure to maintain accurate records; (8) failure to provide copies of

signed documents; (9) failure to reimburse for necessary work expenses; (10) violation of the unfair competition law; and (11) PAGA. (hereinafter, “Original Complaint”). On December 16, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint, adding Cassie Murphy as an additional plaintiff (hereinafter, “FAC”). Defendant denies the allegations in the Original Complaint and FAC.

2.3. On April 6, 2026, Plaintiffs and Defendant, by and through Class Counsel and Defense Counsel respectively, participated in an all-day mediation presided over by Steven J. Rottman, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, time records, pay records, relevant policies and handbooks, and other information relating to the size and scope of the Class, as well as data permitting Plaintiffs to fully understand the nature and scope of the allegations. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not

more than Ten Thousand dollars (\$10,000.00) each, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payments for less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on their individual Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00) and a Class Counsel Litigation Expenses Payment of not more than Forty Thousand Dollars (\$40,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed (\$8,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than (\$8,000.00), the Administrator will retain the

remainder in the Net Settlement Amount.

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

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

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of (\$30,000.00) allocated 35% to the Aggrieved Employees (\$10,500.00) and the 65% to the LWDA (\$19,500.00) in settlement of the PAGA claims to be paid from the Gross Settlement Amount.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$10,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved

Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.5.2.** If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks. Based on a review of its records to date, Defendant estimates 205 Class Members who collectively worked a total of 7,857 Workweeks through April 6, 2026.

4.2. Class Data. Not later than 21 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 10 calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel

Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 5 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b). Any fees or costs associated with depositing the uncashed checks with the California Controller's Unclaimed Property Fund shall be paid from the Gross Settlement Amount.

4.4.4. All Individual Class Payments to Class Members and all Individual PAGA Payments to

Aggrieved Employees shall be deemed to be paid to such Class Members and Aggrieved Employees solely in the year in which such payments actually are received by the Class Members and Aggrieved Employees. It is expressly understood and agreed that the receipt of such Individual Class Payments and Individual PAGA Payments will not entitle any Class Member or Aggrieved Employee to additional compensation or additional benefits under any compensation or benefit plans to which any Class Member or Aggrieved Employee may be eligible, including, but not limited to: bonus, contest or commissions plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, deferred compensation plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the intent of this Settlement that the Individual Class Payments and the Individual PAGA Payments provided for in this Settlement are the sole payments to be made by Defendant to the Class Members and Aggrieved Employees, will not affect any rights, contributions, or amounts to which any Class Members or Aggrieved Employees may be entitled under any compensation or benefit plans, and that the Class Members and Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Class Payments and the Individual PAGA Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement). For those Class Members or Aggrieved Employees that are also union members, whose terms and conditions of employment are covered by a collective bargaining agreement (“CBA”), it is agreed that any Individual Class Payments and Individual PAGA Payments shall not be considered wages under the terms of the CBAs, particularly with respect to overtime, vacation accrual, sick leave accrual, and the payment of union dues and initiation fees.

5. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs’ Release. Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: any and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this Agreement (“Plaintiffs’ Released Claims”). The Plaintiffs’ Released Claims

include, but are not limited to, all of the Released Class Claims, the Released PAGA Claims and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits (except as to claims under Labor Code §§ 132a and 4553) that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims alleged, or reasonably could be alleged, in the Action and ascertained in the course of the Action, including without limitation, California Labor Code sections 201, 202, 203, 204, 206, 210, 212, 213, 216, 218.6, 221, 225.5, 226, 226(a), 226.3, 226.7, 246, 256, 432, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, *et seq.*, and

including all claims for or related to alleged failure to timely pay minimum wages and overtime compensation, failure to provide legally compliant meal periods or compensation in lieu thereof, failure to provide legally compliant rest periods or compensation in lieu thereof, failure to pay all wages owed upon separation, failure to provide paid sick leave and written notice of the amount of sick leave available, failure to furnish accurate itemized wage statements, failure to maintain accurate records, failure to provide copies of signed documents, failure to reimburse for necessary work expenses, and violation of the unfair competition law; including, but not limited to, claims for injunctive relief, liquidated damages, penalties, interest, fees, costs, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Action during the Class Period (“Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties alleged, or reasonably could be alleged, in the Action and the PAGA Notice and Amended PAGA Notice, and ascertained in the course of the Action, including civil penalties pursuant to PAGA for or related to claims for failure to timely pay minimum wages and overtime compensation, failure to provide legally compliant meal periods or compensation in lieu thereof, failure to provide legally compliant rest periods or compensation in lieu thereof, failure to pay all wages owed upon separation, failure to provide paid sick leave and written notice of the amount of sick leave available, failure to furnish accurate itemized wage statements, failure to maintain accurate records, failure to provide copies of signed documents, and failure to reimburse for necessary work expenses, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period (“Released PAGA Claims”).

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

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

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; and obtaining a prompt hearing date for the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

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

7. SETTLEMENT ADMINISTRATION.

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

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 25 days after the Court grants Preliminary Approval of the Settlement, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member

addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by USPS a second time.

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

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

7.5. Requests for Exclusion (Opt-Outs).

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

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

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

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

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

challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

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

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

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

7.7.4. Aggrieved Employees are not permitted to object to any of the PAGA components of the Settlement.

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

7.8.1. Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

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

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

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

8. CLASS SIZE ESTIMATE. Based on its records, Defendant estimates that, as of the date of the

mediation, the approximately 205 Class Members collectively worked a total of approximately 7,857 Workweeks during the Class Period. To the extent that the actual number of Workweeks exceeds 7,857 by more than 10% (i.e., if the actual workweeks are greater than 8,642, Defendant will have the option to either increase the Maximum Settlement Amount proportionately for each additional week worked above 8,642 (e.g., if the number of workweeks increase by 12%, Defendant shall increase the Gross Settlement Amount by 2%) or Defendant can choose to end the Class Period as of the accrual of 8,642 workweeks.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members and/or if the combined workweeks worked by Class Members who timely exclude themselves amounts to more than 15% of the total workweeks worked by all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than thirty (30) calendar days after the expiration of the opt-out period.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than 7 business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's

concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

10.5. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, with any additional Administration Expenses reasonably incurred after remittitur to be paid out of the Gross Settlement Fund. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

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

12.2. **Confidentiality Prior to Preliminary Approval.** Prior to the Motion for Preliminary Approval being filed, the Class Representative and Class Counsel will not make any public disclosures of any kind regarding the Settlement, including but not limited to postings on Class Counsel's website and postings on any social media sites/outlets. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage him to adhere to, the restriction against any public disclosures regarding the Settlement. Class Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the Motion for Preliminary Approval is filed. Following Preliminary Approval of the Settlement, the Class Representative and Class Counsel will not initiate any communications with the media or third parties. If contacted by the media or third parties (except for Class Members), the Class Representative and Class Counsel will only discuss information publicly available. Class Counsel will

take all steps necessary to ensure the Class Representative is aware of, and will encourage him to adhere to, the restriction against any media comment. Class Counsel further agree not to use the Settlement or any of its terms for any marketing or promotional purposes prior to Final Approval.

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

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

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

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

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

12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as

such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

12.11. Released Parties are Third-Party Beneficiaries. All Released Parties are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Released Party as against Plaintiffs, Participating Class Members, or any party acting on Plaintiffs and/or Participating Class Members' behalf.

12.12. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree that by signing this Agreement, they will be bound by the terms herein, including the general release described in Paragraph 5.1 above. Plaintiffs further agree that, upon signing this Agreement, they will not request to be excluded from this Settlement and that any such request for exclusion by Plaintiffs will be void and of no force or effect.

12.13. Applicable Law. All terms and conditions of this Agreement and its exhibit(s) will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

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

12.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evid. Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may

be used with respect to this Settlement, and may not be used in any way that violates any existing contractual agreement, statute, or California rules of court.

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

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

12.19. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party’s respective counsel of record.

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

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

DATED: April 27, 2026

ILANA RAMOS


Ilana Ramos (Apr 27, 2026 16:01:10 PDT)

DATED: _____, 2026

CASSIE MURPHY

be used with respect to this Settlement, and may not be used in any way that violates any existing contractual agreement, statute, or California rules of court.

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DATED: _____, 2026

ILANA RAMOS

DATED: 04/27 _____, 2026

CASSIE MURPHY


Cassie Murphy (Apr 27, 2026 18:30:35 EDT)

DATED: _____, 2026

INFINITE COMPUTER SOLUTIONS, INC.

By: _____

Title: _____

Approved as to form and content:

Dated: April 28, 2026

CONSUMER & EMPLOYMENT LAWYERS



R. Craig Clark, Esq.

Alicja A. Urtnowski, Esq.

Attorneys for Plaintiffs Ilana Ramos and Cassie
Murphy

Dated: _____, 2026

JACKSON LEWIS P.C.

Michael D. Thomas, Esq.

Payam Malakouti, Esq.

Attorneys for Defendant

Infinite Computer Solutions, Inc.

DATED: May 1, 2026

INFINITE COMPUTER SOLUTIONS, INC.



By: Eric Sidle

Title: General Counsel

Approved as to form and content:

Dated: _____, 2026

CONSUMER & EMPLOYMENT LAWYERS

R. Craig Clark, Esq.
Alicja A. Urtnowski, Esq.
Attorneys for Plaintiffs Ilana Ramos and Cassie
Murphy

Dated: May 1, 2026

JACKSON LEWIS P.C.



Michael D. Thomas, Esq.
Payam Malakouti, Esq.
Attorneys for Defendant
Infinite Computer Solutions, Inc.

EXHIBIT A

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

Ilana Ramos et al. v. Infinite Computer Solutions, Inc.
Solano County Superior Court Case Number CU24-09034

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Infinite Computer Solutions, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by employees Ilana Ramos and Cassie Murphy (“Plaintiffs”) and alleges claims for: (1) failure to timely pay minimum wages and overtime compensation; (2) failure to provide legally compliant meal periods or compensation in lieu thereof; (3) failure to provide legally compliant rest periods or compensation in lieu thereof; (4) failure to pay all wages owed upon separation; (5) failure to provide paid sick leave and written notice of the amount of sick leave available; (6) failure to furnish accurate itemized wage statements; (7) failure to maintain accurate records; (8) failure to provide copies of signed documents; (9) failure to reimburse for necessary work expenses; and (10) violation of the unfair competition law. The class Plaintiffs seek to represent is comprised of all persons who worked for Defendant in California as non-exempt employees at any time during the Class Period from May 20, 2024, through [REDACTED] (“Class Members”). Based on these and other alleged Labor Code violations, Plaintiffs also seek civil penalties under the California Private Attorney General Act (“PAGA”) for all persons who worked for Defendant in California as non-exempt employees at any time during the PAGA Period from May 20, 2024, through [REDACTED] (“Aggrieved Employees”). Defendant vigorously denies the claims in this Action and contends that it fully complied with all applicable laws at all times.

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

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

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for Defendant during the Class Period or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims and Released PAGA Claims, defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is 	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved

	Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out (“Participating Class Members”) can object to the Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and the number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are Infinite employees. The Action accuses Defendant of violating California labor laws for: (1) failure to timely pay minimum wages and overtime compensation; (2) failure to provide legally compliant meal periods or compensation in lieu thereof; (3) failure to provide legally compliant rest periods or compensation in lieu thereof; (4) failure to pay all wages owed upon separation; (5) failure to provide paid sick leave and written notice of the amount of sick leave available; (6) failure to furnish accurate itemized wage statements; (7) failure to maintain accurate records; (8) failure to provide copies of signed documents; (9) failure to reimburse for necessary work expenses; and (10) violation of the unfair competition law. Based on these and similar claims, Plaintiffs have also asserted a claim for civil penalties under PAGA. Plaintiffs are represented by the attorneys of Consumer & Employment Lawyers in the Action (“Class Counsel”).

Defendant strongly denies violating any laws whatsoever or failing to pay any wages whatsoever and contends that, at all times, it fully complied with all applicable laws.

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

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

In the meantime, Plaintiffs and Defendant hired an experienced neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Defendant Will Pay \$400,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than 10 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$140,000.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and reimbursement of their litigation expenses, which is currently estimated not to exceed \$40,000.00. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000.00 to Plaintiff Ramos and \$10,000.00 to Plaintiff Murphy as Class Representative Service Payments for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.

- c. Up to \$8,000.00 to the Administrator for services administering the Settlement.
- d. Up to \$30,000.00 for PAGA Penalties, allocated 65% (\$19,500.00) to the LWDA PAGA Payment and 35% (\$10,500.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed

Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or their representative setting forth the Class Member's name, present address, email address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out or object to any portion of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims against Defendant as defined below.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and written objections. The Administrator will also decide Class Member Challenges over Workweeks or PAGA Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid the employer-side payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for the Released Class Claims (defined below).

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims alleged, or reasonably could be alleged, in the Action and ascertained in the course of the Action, including without limitation, California Labor Code sections 201, 202, 203, 204, 206, 210, 212, 213, 216, 218.6, 221, 225.5, 226, 226(a), 226.3, 226.7, 246, 256, 432, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,

1199, 2800, 2802, 2804, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, et seq., and including all claims for or related to alleged failure to timely pay minimum wages and overtime compensation, failure to provide legally compliant meal periods or compensation in lieu thereof, failure to provide legally compliant rest periods or compensation in lieu thereof, failure to pay all wages owed upon separation, failure to provide paid sick leave and written notice of the amount of sick leave available, failure to furnish accurate itemized wage statements, failure to maintain accurate records, failure to provide copies of signed documents, failure to reimburse for necessary work expenses, and violation of the unfair competition law; including, but not limited to, claims for injunctive relief, liquidated damages, penalties, interest, fees, costs, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Action during the Class Period (“Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be legally barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties alleged, or reasonably could be alleged, in the Action and the PAGA Notice and Amended PAGA Notice, and ascertained in the course of the Action, including civil penalties pursuant to PAGA for or related to claims for failure to timely pay minimum wages and overtime compensation, failure to provide legally compliant meal periods or compensation in lieu thereof, failure to provide legally compliant rest periods or compensation in lieu thereof, failure to pay all wages owed upon separation, failure to provide paid sick leave and written notice of the amount of sick leave available, failure to furnish accurate itemized wage statements, failure to maintain accurate records, failure to provide copies of signed documents, and failure to reimburse for necessary work expenses, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ilana Ramos et al. v. Infinite Computer Solutions, Inc.*, and include your identifying information (full name, address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. Class Members who worked during the PAGA Period that submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the Released PAGA Claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 business days before the [REDACTED] Final Approval Hearing, Class Counsel or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Expenses, and Class Representatives Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website or the Administrator's Website [REDACTED]. Class Members who worked during the PAGA Period are not permitted to object to the Released PAGA Claims or any portion of the Settlement pertaining to the Released PAGA Claims.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval or Motion for Attorneys' Fees and Litigation Expenses, and Class Representatives Service Payments may wish to object. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Ilana Ramos et al. v. Infinite Computer Solutions, Inc.* and include your name, current address, email address, telephone number, approximate dates of employment, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 7 of the Solano County Superior Court, located at the Old Solano Courthouse, 580 Texas Street, Fairfield, CA 94533. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via [Remote Appearance - Civil Court | Superior Court of California | County of Solano](#). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand, contact Class Counsel, or check the Superior Court's website by going to [Home | Superior Court of California | County of Solano](#) entering the Case Number for the Action, Case No. CU24-09034 to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to Phoenix Class Action Administration Solutions' website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to [Home | Superior Court of California | County of Solano](#) entering and entering the Case Number for the Action, Case No. CU24-09034. You can also make an appointment to personally review court documents in the Clerk's Office at the Solano County Superior Court.

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

Class Counsel:

Consumer & Employment Lawyers

R. Craig Clark

cclark@celg.org

Alicja Urtnowski

aurtnowski@celg.org

3258 Fourth Avenue

San Diego, California 92103

(619) 239-1321

Settlement Administrator:

Name of Company: Phoenix Class Action Administration Solutions

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone: [REDACTED]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

EXHIBIT 3



FIRM RESUME

ATTORNEY BIOGRAPHIES

R. Craig Clark (AV), Principal:

Areas of Practice: Consumer and Employee Class Actions, Serious Injury & Wrongful Death, Medical Malpractice, Elder Abuse & Nursing Home Cases, Insurance Bad Faith, Construction Defect, Sexual Harassment & Discrimination, Workplace Discrimination & Wrongful Termination, and Products Liability

Admissions: California, 1986; Utah, 1986

Education: University of San Diego School of Law (J.D., *cum laude*, 1986); University of Utah (B.S., 1984)

Biography: Principal of R. Craig Clark, P.C. dba Clark Law Group; Partner of Levine, Steinberg, Miller & Clark; Associate of Gray, Cary, Ames and Frye.

Achievements: Board of Governors of the California Trial Lawyers Association, Board of Governors of the San Diego Trial Lawyers Association, Outstanding Trial Lawyer Award by the SDTLA, Named Outstanding Alumnus by University of San Diego Law School graduating class.

Alicja A. Urtnowski, Attorney:

Areas of Practice: Wage and Hour Class Actions, Consumer Litigation, Employment Litigation, Products Liability

Admission: California, 2018

Education: University of San Diego School of Law (LL.M, 2017); Adam Mickiewicz University (Master Degree in Law, 2014)

CLASS, COLLECTIVE & REPRESENTATIVE ACTION BACKGROUND

Aguilera, et al. v. Eagle Systems International, Inc. dba Synergy Companies – Settled Superior Court of California for the County of Alameda



Nature of the Case: Failure to Pay Wages, Failure to Pay Overtime Compensation, Failure to Reimburse for Business Expenses, Failure to Provide Waiting Time Penalties, Failure to Provide Meal and Rest Breaks, and Unfair Competition Law

Alcantar, et al. v. CVS Pharmacy, Inc., et al. – In Litigation

Superior Court of California for the County of San Diego

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide One Day's Rest in Seven, Failure to Comply with California Labor Code Sections 850 and 851, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, as well as Kin Care Leave, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Alvarado v. Lewis Operating Corp. – In Litigation

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Alvarez v. Hamilton Sundstrand Corporation – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Wages Owed, Failure to Pay Wages Owed Upon Termination, Failure to Provide Meal and Rest Periods, Unfair Competition Law, and Private Attorneys General Act of 2004

Amin, et al. v. G2 Secure Staff, et al. – In Litigation

United States District Court for the Southern District of California

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Anderson v. Oracle Corporation – Settled

Superior Court of California for the County of San Mateo

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Unfair Competition Law

Andreas v. Lowe's HIW – Settled

United States District Court for the District of Nevada

Nature of the Case: Failure to Pay Overtime Compensation



Androstendiol Cases – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Deceptive Advertising

Arellano v. Kellermeyer Building Service, LLC – Settled

United States District Court for the Southern District of California

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, Failure to Provide Itemized Wage Statements, Waiting Time Penalties, Unfair Competition Law, Unpaid Split Shift Premiums, and Unreimbursed Business Expenses

Austin v. Amazon.com, Inc. – Settled

United States District Court for the Western District of Washington

Nature of the Case: Unfair Competition Law and Failure to Pay Overtime and Wages

Avila v. DirecTV, LLC – Settled

Superior Court of California for the County of Santa Clara

Nature of Case: Failure to Pay Minimum Wages and Overtime, Failure to Provide Accurate Wage Statements, Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Beckman, et al. v. Arizona Canning Company, LLC – Settled

United States District Court for the Southern District of California

Nature of the Case: Deceptive and Misleading Advertising, Unfair Competition Law, and Consumer Legal Remedies Act

Beckman v. Wal-Mart Stores, Inc., et al. – Settled

United States District Court for the Southern District of California

Nature of the Case: Breach of Implied Warranty of Merchantability, Breach of Express Warranty, Breach of Implied Warranty of Fitness for a Particular Purpose, and Unfair Competition Law

Bello v. Proctor & Gamble – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Unpaid Meal and Rest Breaks, and Failure to Reimburse Necessary Work Expenses

Benitez, et al. v. LAZ Parking California LLC, et al. – In Litigation

Superior Court of California for the County of Orange

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Appropriate Gratuity as Designated by Statue, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish



Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Bennie v. Lowe's HIW, Inc. – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law and Failure to Provide a Day of Rest

Boland v. Zatt – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Negligence, *Res Ipsa Loquitur*, Private Nuisance, and Breach of Contract

Bogren, et al. v. The Hershey Slaty Snack Sales Company, et al. – In Litigation

United States District Court for the Southern District of California

Nature of Case: Unfair Competition Law, Deceptive and Misleading Advertising, Consumer Legal Remedies Act, Breach of Express Warranty, Breach of Implied Warranties, Intentional Misrepresentation, Negligent Misrepresentation, and Unjust Enrichment.

Bradford v Get Spiffy, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Minimum Wages and Overtime, Failure to Provide Accurate Wage Statements, Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Budet v. AAG – Settled

Superior Court of California for the County of Orange

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Timely Pay Wages Owed Upon Employment Termination, Breach of Contract, Failure to Provide Itemized Wage Statements, Unfair Competition Law, and Private Attorneys General Act of 2004

Bulisco v. Mosaic Sales Solutions US Operating Co., LLC – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Provide Meal and Rest Breaks, Failure to Itemize Wage Statements, Failure to Reimburse for Business Expenses, Split Shifts, and Timely Pay Upon Termination

Butler v. Time Warner Cable, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Wages, Failure to Provide Meal and Rest Breaks, and Private Attorneys General Act of 2004



Chalian/Cabrera, et al. v. CVS Rx Services, Inc., et al. – In Litigation

United States District Court for the Central of California

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Campangna, et al. v. Language Line Services – Settled

United States District Court for the Northern District of California

Nature of the Case: Unfair Competition and Unreimbursed Business Expenses

Campos v. Exodus Recovery, Inc., et al. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, Failure to Furnish a Safe and Healthful Place of Employment and Failure to Reimburse Business Expenses

Campos v. NY SEB, Inc., et al. – Settled

Superior Court of California for the County of Los Angeles

Nature of Case: Failure to Timely Pay Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Separation, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Reimburse Business Expenses and Unfair Competition Law

Cantu v. Spring Fertility Management, LLC, et al. – In Litigation

Superior Court of California for the County of Santa Clara

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate and Itemized Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unlawful Retaliatory Discharge from Employment, and Unlawful Retaliation

Cantu, et al. v. Spring Fertility Management, LLC, et al. – In Litigation

Superior Court of California for the County of San Francisco

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to



Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Carey v. Autozoners, LLC – Settled

Superior Court of Nevada for the County of Clark

Nature of the Case: Unfair Competition Law and Failure to Pay Overtime

Cohen v. Lowe's HIW, Inc. – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Itemize Wage Statements, and Unlawful Deductions

Coleman v. Jenny Craig, Inc. (Co-Counsel) – Dismissed

United States District Court for the Southern District of California

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Pay Wages Owed, Failure to Provide Meal and Rest Periods, Unfair Competition Law, and Private Attorneys General Act of 2004

Contreras, et al. v. Bank of America National Association – Settled

Superior Court of California for the County of San Francisco

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, and Unreimbursed Business Expenses

Corona v. Verizon Communications, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Wages Owed, Failure to Timely Pay Wages Owed Upon Employment Termination, Breach of Contract, Unfair Competition Law, Vacation Time, and Private Attorneys General Act of 2004

Cortina, et al. v. North American Title Company (Co-Counsel) – Resolved

Superior Court of California for the County of Fresno

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Pay Wages Owed, Failure to Pay Wages Owed Upon Employment Termination, Unfair Competition Law, Failure to Furnish Accurate Wage Statements, and Failure to Provide Meal and Rest Breaks

Cota v. Countrywide Securities Corporation – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Unfair Competition Law

Curiel v. Vivint Solar Developer, LLC, et al. – Settled

Superior Court of California for the County of San Diego

Nature of Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay



All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, Failure to Furnish a Safe and Healthful Place of Employment, Failure to Provide Paid Sick Leave, Failure to Furnish a Safe and Healthful Place of Employment and Failure to Reimburse Business Expenses

Daniels, et al. v. Philip Morris, et al. – Settled

Supreme Court of California

Nature of the Case: Unfair Competition Law and Unlawful Marketing of Cigarettes to Children

Daprizio v. Harrah's Las Vegas, Inc., et al. – Settled

United States District Court for the District of Nevada

Nature of the Case: Unfair Competition Law and Failure to Pay Overtime and Wages

Davies v. Wells Fargo Bank – Settled

Superior Court of California for the County of San Francisco

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Unfair Competition Law

Decarr v. Harvest Management Sub LLC, et al. – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, Failure to Itemize Wage Statements, and Unfair Competition Law

De Leon v. Ricoh USA, Inc., et al. – Settled

United States District Court for the Northern District Court of California

Nature of Case: Failure to Pay Minimum and Overtime Wages, Failure to Provide Legally Compliant Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Pay Wages Owed, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Unfair Competition Law, Private Attorneys General Act of 2004, and Fair Labor Standards Act.

Del Valle v. L.A. Fitness International LLC – Settled

Superior Court of California for the County of Orange County

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Meal and Rest Breaks, Reimburse Expenses, and Split Shifts

Devahl v. B.J.'s Restaurant Inc. – Settled

Superior Court of California for the County of Orange County

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Doidge v. Kemper Independence Insurance Company – Settled

Superior Court of California for the County of Riverside



Nature of the Case: Breach of the Implied Covenant of Good Faith and Fair Dealing, Breach of Contract, and Unfair Competition Law

Estrella v. Freedom Financial Network, LLC, et al. – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law

Evans v. Walmart Stores, Inc. (Co-Counsel) – Settled
United States District Court for the District of Nevada
Nature of the Case: Unfair Competition Law and Failure to Pay Overtime

Eberly, et al. v. Off Duty Officers Inc., et al. – In Litigation
Superior Court of California for the County of San Diego
Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate or Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Fjeld v. Penske Logistics LLC – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Unpaid Wages, Overtime, Meal and Rest Breaks, and Failure to Itemize Wage Statements

Fontes v. Heritage Operating, L.P., et al. – Settled
United States District Court for the Southern District of California
Nature of the Case: False Advertising and Unfair Competition Law

Friedlander v. Hot Topic, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Reimburse Business Expenses, Failure to Provide Meal and Rest Periods, Failure to Pay Overtime, and Unfair Competition Law

Friend v. Wellpoint – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Unpaid Overtime, and Missed Meal Periods

Fulcher v. Guess?, Inc. – Settled
Superior Court of California for the County Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Reimburse for Business Expenses, Unpaid Meal and Rest Breaks, and Unpaid Overtime



Fuller v. Discount Tire Co., Inc., et al. – Settled
Superior Court of California for the County of Santa Clara
Nature of the Case: Unfair Competition Law and Unpaid Travel Time

Fuzell v. Hallmark Marketing Corporation – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Unpaid Time, and Unreimbursed Expenses

Gable, et al. v. All Nation Security, et al. – In Litigation
Superior Court of California for the County of Los Angeles
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate or Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Gandara v. Nestle Purina Petcare Company, et al. – Settled
United States District Court for the Southern District of California
Nature of the Case: Unfair Competition Law and Consumers Legal Remedies Act

Godoy v. American Technologies, Inc. – Settled
Superior Court of California for the County of Alameda
Nature of the Case: Failure to Timely Pay Wages Owed, Failure to Pay Overtime Wages, Failure to Provide Second Meal Periods or Compensation, Failure to Timely Pay Wages to Terminated Employees, Failure to Reimburse for Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Gomez v. Frito-Lays, Inc., et al. – In Litigation
Superior Court of California for the County of San Bernardino
Nature of Case: Negligence, Strict Products Liability – Manufacturing Defect, Strict Products Liability – Design Defect, Breach of Implied Warranty of Fitness for Purpose, Breach of Express Warranty, and Violation of the Unfair Competition Law

Gonzalez v. L and R Auto Parks – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Furnish Timely and Accurate Wage Statements, Unfair Competition Law, and Private Attorneys General Act of 2004

Gray v. Bank of America National Association – Settled
United States District Court for the Northern District of California
Nature of the Case: Unfair Competition Law, Overtime, and Meal and Rest Breaks



Gruender v. First American Title Company – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition, Overtime, and Meal and Rest Breaks

Guffey, et. al. v. Rokit, Inc. et al. – In Litigation

Superior Court of California for the County of Los Angeles

Nature of the Case: Willful Misclassification, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Furnish Timely and Accurate Wage Statements, Unfair Competition Law, and Private Attorneys General Act of 2004

Harrington v. Professional Security Consultants – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Waged Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Hatch, et al. v. ACE Parking Management, Inc., et al. – Settled

Superior Court of California for the County of San Diego

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate or Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Heinze v. Paragon Systems, Inc. dba Parasys, Inc. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Requiring Employees to Agree, in Writing, to Terms or Conditions Known by the Employer to be Prohibited by Law, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Payroll Records, and Failure to Provide the Right to a Copy of Signed Documents

Hernandez v. Zumiez, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Itemize Wage Statements, and Failure to Reimburse Business Expenses

Hill v. Chico's Fas, Inc. – Settled

Superior Court of California for the County of San Mateo

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses



Hoffman v. LEGOLAND California, LLC – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Holdway v. Ken Small Industries – Settled

Superior Court of California for the County of Kern

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Furnish Timely and Accurate Wage Statements, and Unfair Competition Law

Holt v. Kaiser Foundation Health Plan, Inc. – Settled

Superior Court of California for the County Alameda

Nature of the Case: Unfair Competition Law, Unpaid Wages, Overtime, Meal and Rest Breaks, and Failure to Furnish Timely, and Accurate Wage Statements

Hudson v. Pacific Bell Telephone Company – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Pay Minimum Wages and Overtime, Failure to Provide Compliant Meal and Rest Periods, Failure to Provide Accurate Wage Statements, Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Jimenez, et al. v. California Wireless Solutions, Inc. d.b.a. Sprint, et al. – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Failure to Pay Minimum and Overtime Wages, Failure to Provide Written Commission Agreements, Unlawful Deduction of Wages, Secret Underpayment of Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Unfair Business Practices, and Private Attorneys General Act of 2004

Johnson v. Metlife, Inc., et al. (Co-Counsel) – Settled

United States District Court, for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Provide Accurate Itemized Wage Statements, Failure to Pay Wages Upon Termination, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Reimburse Business Expenses, and Failure to Provide Meal and Rest Breaks

Jones v. SeaWorld Parks & Entertainment, Inc., et al. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum Wages and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employee Records



Jones v. Wal-Mart Stores, Inc. (Co-Counsel) – Dismissed
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Overtime, and Failure to Itemize Pay Statements

Juarez, et al. v. K-Mart Corporation, et al. (Lead Co-Counsel) – Settled
Superior Court of California for the County Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Failure to Provide Meal and Rest Breaks, and Off-the-Clock Work

Kendrick v. Borders Books – Bankrupt
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Kim v. American Tire Depot, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Furnish Accurate Wage Statements, Failure to Provide Rest Periods, and Private Attorneys General Act of 2004

Kramer, et al. v. Uber Technologies, Inc., et al. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Failure to Pay Meal and Rest Breaks, Off-the-Clock Work, and Private Attorneys General Act of 2004

Ladalarado v. Vivint Solar Developer, LLC, et al. – Settled
Superior Court of California for the County of San Diego
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Willful Misclassification of Employees, Failure to Pay Minimum and Overtime Wages, Requiring Employees to Agree to Prohibited Terms or Conditions, Failure to Provide Written Commission Agreements, Failure to Provide the Right to a Copy of Signed Documents, Unlawful Deduction of Wages, Secret Underpayment of Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Timely Pay Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employment Records

Lambert v. Frazee Franchise Corp. – Settled
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Leap v. Koloa Pacific Construction – In Litigation
Superior Court of California for the County of San Diego
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Provide Legally Compliant Meal



and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Lee v. Vivint, Inc. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Unlawful Deduction of Wages, Failure to Reimburse Business Expenses, and Unfair Competition Law

Leggins, et al. v. Pacific Bell Telephone Company (Pacific Bell Wage and Hour Cases) – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Timely Pay All Final Wages, Failure to Furnish Written Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Reimburse Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Lizarraga v. CBC Restaurant Corp. – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Lydon v. Paramount Pictures Corporation – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Markell v. Excalibur Pizza, LLC – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Reimburse Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Meco v. International Medical Research (and related cases) - Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Product Adulteration, and Illegal Sale of Drugs



Medina v. Replanet, LLC et al. – Settled

Superior Court of California for the County of Alameda

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Provide Legally Compliant Meal and Rest Periods, Failure to Provide Accurate Itemized Wage Statements, and Failure to Provide Wages Owed Upon Termination

Mendez v. Walmart Stores, Inc. – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Unpaid Overtime, and Meal and Rest Breaks

Mendoza v. HIT Mobile, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Forfeiture of Wages, Unfair Competition Law, and Private Attorneys General Act of 2004

Mendoza v. Nordstrom, Inc. – Dismissed

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Working 7 or More Consecutive Days, and Split Shifts

Merida v. HealthIQ Re, Inc., et al. – Dismissed

Superior Court of California for the County of San Diego

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Pay All Wages Owed Upon Separation, Failure to Furnish Accurate Itemized Wages Statements, and Failure to Maintain Accurate Employment Records

Minor v. Barnes & Noble Booksellers, Inc. – Settled

Superior Court of California for the County Alameda

Nature of the Case: Unfair Competition Law and Private Attorneys General Act of 2004, and Claim for Paying with Out of State Check

Mitre v. Smart & Final Stores, LLC – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Murry v. Kellogg Sales Company – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Misclassification, and Certified for Unitemized Wage Statements



Nezzer v. Gardaworld Security Services of California. Inc., et al. – In Litigation
Superior Court of California for the County of Alameda

Nature of Case: Failure to Timely and Properly Compensate for all Hours Worked, Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Nezzer, et al. v. Stanford Health Care, et al. - In Litigation
Superior Court of California for the County of Santa Clara

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Ogura v. Thrifty Payless, Inc. dba Rite-Aid – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Provide Rest Breaks, Unfair Competition Law, and Private Attorneys General Act of 2004

Ortega, et al. v. Defense International Corporation, et al. – In Litigation

Superior Court of California for the County of San Diego

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Secretly Underpaying Wages, Failure to Pay Wages as Designated by Statue or Contract, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Provide One Day Rest in Seven, Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Outland v. Macy's Department Stores, Inc. (Co-Counsel) – Dismissed

Superior Court of California for the County of San Francisco

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks



O'Neal v. Synctruck, LLC, et al. – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Provide Meal and Rest Periods, Failure to Timely Pay Wages Owed, Failure to Provide Paid Sick Leave or Written Notice of the Amount of Sick Leave Available, and Failure to Provide Accurate Itemized Wage Statements

Owen v. Robinson's-May, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Failure to Pay Vacation Accrued

Pacheco v. Pacific Telephone Company, et al. – In Litigation

Superior Court of California for the County of Contra Costa

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Padilla v. Kraft – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Pearce v. SBC – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Permenter v. Pace Supply Corp. – Dismissed

Superior Court of California for the County of Santa Clara

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, , Failure to Provide Accurate Wage Statements, Failure to Maintain Accurate Employee Records, Failure to Pay All Wages Owed Upon Separation, and Failure to Provide Reimbursement for Business Expenses

Perry v. San Joaquin Valley Colleges, Inc. – Settled

Superior Court of California for the County of Riverside

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, and Unfair Competition Law



Phillips v. Greenback Operations, LLC, et al. – Settled

Superior Court of California for the County of Sacramento

Nature of Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Necessary Business Expenses, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employment Records

Quinlan v. Lyft, Inc. – Dismissed

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Furnish Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Failure to Pay all Wages Owed, Failure to Reimburse Necessary Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Rayan v. Unified Security Services, Inc., et al. – In Litigation

Superior Court of California for the County of Los Angeles

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Rahimi v. Xpress Guards, et al. – In Litigation

Superior Court of California for the County of Los Angeles

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Ramirez v. Wells Fargo Bank – Settled

Superior Court of California for the County of Alameda

Nature of the Case: Unfair Competition, Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Breaks, Off-the-Clock Work, and Fair Labor Standards Act.

Ramos v. Infinite Computer Solutions – In Litigation

Superior Court of California for the County of Solano

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof;



Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Ramos v. Infinity Insurance Co. – Dismissed

United States Court of Appeals for the Ninth Circuit

Nature of the Case: Unfair Competition Law, California Insurance Code, Breach of Implied Covenant of Good Faith and Fair Dealing, Consumer Legal Remedies, and Declaratory Relief

Ramos v. Constellis, et. al. – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Furnish Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Failure to Pay all Wages Owed, Failure to Reimburse Necessary Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Richie v. Blue Shield of California Life and Health Insurance Company – Settled

United States District Court for the Northern District of California

Nature of the Case: Failure to Reimburse Business Expenses, Failure to Pay Overtime Compensation, and Unfair Competition Law

Rodriguez v. Pacific Bell Telephone Company – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, and Failure to Provide Meal and Rest Breaks

Rodriguez, et al. v. SMG Food and Beverage LLC, et al. – In Litigation

Superior Court of California for the County of Los Angeles

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Appropriate Gratuity as Designated by Statue, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Rondone v. Orchard Supply Hardware Stores Corporation – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, and Failure to Provide Meal and Rest Breaks



Rose v. Lincare, Inc. – Settled

Superior Court of California for the County of San Francisco

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Rosenloev v. 24 Hour Fitness USA, Inc. – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law, Split Shifts, Commission Theft, Failure to Pay Missed Meal Periods, and Off-the-Clock Work

Salazar v. Wells Fargo Bank – Settled

United States District Court for the District of Nevada

Nature of the Case: Unfair Competition Law and Failure to Pay Overtime

Sanabia v. GP Development – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Pay Prevailing Wage, Failure to Pay Minimum and Overtime Wages, Failure to Reimburse Business Expenses and Unfair Competition Law

Schroeder v. The Sherwin-Williams Company – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Reimburse Business Expenses and Unfair Competition Law

Scott v. Pro's Choice Beauty Care, Inc. – Settled

United States District Court for the Northern District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Failure to Reimburse for Business Expenses

Sellers v. Guard Management, Inc. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Provide Reimbursement for Necessary Business Expenses, Unlawful Deduction of Wages, Failure to Pay Wages Owed, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employment Records

Smith, et al. v. AT&T Mobility LLC – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Smith v. US Borax, Inc. – Settled

Superior Court of California for the County of Kern



Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Sortino v Tryad Service Corporation, et. al. – Settled

Superior Court of California for the County of Bakersfield

Nature of the Case: Failure to Pay Wages, Including Minimum Wage, Failure to Provide Meal and Rest Breaks, Failure to Pay Overtime Wages, Failure to Provide Accurate Itemized Wage Statements, and Unfair Competition Law, and Private Attorneys General Act of 2004

Sparks v. ADP – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Spiegler v. Blue Cross of California, dba Anthem Blue Cross – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, Forfeiture of Wages, Secret Underpayment of Wages, Unfair Competition Law, and Private Attorneys General Act of 2004

Standridge v. Inventiv Health, Inc., et al. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Reimburse Business Expenses

Stanley v. Toys ‘R’ Us-Delaware, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Stout v. Einstein Noah Restaurant Group, Inc. – Settled

Superior Court of California for the County of Alameda

Nature of the Case: Failure to Pay Wages, Including Minimum Wage, Failure to Pay Overtime Wages, Failure to Provide Accurate Itemized Wage Statements, and Unfair Competition Law

Stowe v. The Pep Boys Manny Moe & Jack of California – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Sundjaja v. AIG Commercial Insurance Agency, Inc. – Settled

United States District Court for the Northern District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Expenses, and Failure to Provide Meal and Rest Breaks



Tan v. Sutter Health – Settled

Superior Court of California for the County of Alameda

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Provide Meal and Rest Breaks, Itemize Wage Statements, and Private Attorneys General Act of 2004

Tarango v Ajilon Communications – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Thomas v. Avis Budget Group LLC – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Thomason v. Toyota Motor Sales, U.S.A., Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Deceptive Business Practices

Thrash v. Chevron Stations, Inc. (Co-Counsel) – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed and Overtime.

Trujillo v. Cobalt Security, Inc., et al. – Settled

Superior Court of California for the County of Ventura

Nature of Case: Failure to Pay Wages as Designated by Statue or Contract, Failure to Compensate for All Hours Worked, Failure to Timely Pay All Wages Owed and/or Required Waiting Time Penalties, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Maintain Itemized Wage Statements, Failure to Maintain Accurate Employment, Time, and/or Payroll Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Trujillo v. Party City Corporation – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Martinez v. Parking Network, Inc., et al. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Provide Meal and Rest Periods, Failure to Pay Minimum and Overtime Wages, Failure to Pay All Wages Owed Upon Separation, Failure to Provide Paid



Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Employment Records, Failure to Provide Copies of Signed Documents, Violation of Unfair Competition Law, Violation of the Private Attorneys General Act of 2004

Valenzuela v. Affiliated Computer Systems, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Failure to Pay Wages When Due Through Debit Card

Valles v. International Business Machines Corporation – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Villalobos v. Salem & Biddle, Inc., d.b.a. Security First, et al. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal Periods, Failure to Provide Legally Compliant Rest Periods, Failure to Reimburse Necessary Work Expenses, Unlawful Deduction of Wages, Failure to Pay Wages Owed, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Unfair Competition Law, and Private Attorneys General Act of 2004.

Villanueva v. SAS Services, et. al. – Settled

United States District Court for the Southern District of California

Nature of the Case: Failure to Timely Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Separation, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Employment Records, Failure to Reimburse for Necessary Business Expenses, Unfair Competition Law, and Violation of the Private Attorneys General Act of 2004

Viloria v. Stewart Title Company – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Vuong v. Wells Fargo Bank (Co-Counsel) – Dismissed

Superior Court of California for the County of San Francisco

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks



Worth v. Video Tech Services, Inc. dba VTS Services – Dismissed

Superior Court of California for the County of Los Angeles

Nature of the Case: Willful Misclassification, Failure to Timely Pay Minimum and Overtime Wages, Failure to Pay for Reporting Time, Secret Underpayment of Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Separation, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Employment Records, Failure to Reimburse for Necessary Business Expenses, Unfair Competition Law, and Violation of the Private Attorneys General Act of 2004

Wright v. Home Depot U.S.A., Inc. – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition and Failure to Provide Meal and Rest Breaks

Ziencina v. Retail Assistance Corporation – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unpaid Business Expenses and Unpaid Travel Time

Zumwalt v. Gardaworld Security Services of California, Inc., et. al. – In Litigation

Superior Court of California for the County of Kern

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

