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*Attorneys for Plaintiff MARRISA RIEMANN,
individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act*

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

MARISSA RIEMANN, individually, and on
behalf of similarly situated employees and
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

QUANTUM DESIGN, INC.; QUANTUM
DESIGN INTERNATIONAL, INC.; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 24CU009870C

Honorable Katherine A. Bacal
Department C-63

**DECLARATION OF ALEXANDRA ROSE IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 20, 2026
Time: 1:30 p.m.
Dept.: C-63

Complaint Filed: September 6, 2024
FAC Filed: November 12, 2024
Trial Date: Not Set

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1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff Marissa Riemann (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Miriam L. Schimmel is a 29-year litigator who joined Blackstone Law, APC in June
9 2022, following ten years of working with two well-known plaintiff-side wage and hour law firms in
10 Los Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
11 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
12 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
13 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
14 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
15 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
16 class actions and representative actions pursuant to PAGA, as well as individual actions based on
17 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
18 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
19 employers/businesses. On many of those cases, she was the senior lead attorney managing the
20 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
21 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
22 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
23 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
24 strategized on all cases; participated in and directed communication with class members; attended
25 hearings; led and participated in mediations; coordinated with class action administrators; prepared
26 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
27 complex, and appellate courts.

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1 5. Joana Fang is a highly skilled nine-year lawyer who is part of the team at Blackstone
2 Law, APC that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate
3 of University of California, Berkeley where she was a double major in Legal Studies and Media
4 Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour
5 litigation, as well as catastrophic injury complex litigation. She is admitted to the State of California,
6 all federal district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was
7 most recently recognized as a 2025 Southern California Rising Star by Super Lawyers.

8 6. I joined Blackstone Law, APC from a highly reputable employment law firm. I
9 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
10 from New England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar
11 of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am
12 additionally licensed in all federal district courts of California. I have worked on many wage and hour
13 class action and PAGA representative matters, and my work has included, *inter alia*, researching and
14 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
15 and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
16 court appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee
17 and handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA
18 that are in settlement.

19 7. Jared C. Osborne joined Blackstone Law, APC also from a highly reputable
20 employment law firm. He graduated from New York University with a Bachelor of Arts degree in
21 2009 and from University of Southern California Gould School of Law (USC) with a Juris Doctor
22 degree in 2020. While at USC, he was an Executive Senior Editor on the Southern California Law
23 Review and graduated in the top 10% of his class. He was admitted to the State Bar of California in
24 February 2021. Since his admittance, he has worked exclusively as a plaintiff's side employment
25 attorney handling both individual and class action cases. He was most recently recognized as a 2025
26 Southern California Rising Star by Super Lawyers.

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1 8. Lizeth Marin joined Blackstone Law, APC from a highly reputable employment law
2 firm. She graduated from the University of Oregon with a Bachelor of Science degree in 2015 and
3 from Lewis & Clark Law School (Lewis & Clark) with a Juris Doctor degree in 2018. While at Lewis
4 & Clark she served as an Associate Editor for the Environmental Law Review. Ms. Marin was
5 admitted to practice law in Oregon in 2018 and California in 2025. Since 2019, she has focused her
6 practice exclusively on employment law, representing clients in individual, class action, and PAGA
7 matters.

8 9. Blackstone Law, APC has been counsel of record on several class action and PAGA
9 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

10 **Procedural History of the Action**

11 10. On September 3, 2024, Plaintiff provided written notice to the California Labor and
12 Workforce Development Agency (“LWDA”) by online submission and to Defendants Quantum
13 Design, Inc. and Quantum Design International, Inc. (together, “Defendants”) by U.S. Certified Mail,
14 pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor
15 Code alleged to have been violated by Defendants (“PAGA Letter”). A true and correct copy of the
16 PAGA Letter is attached hereto as **Exhibit 2**.

17 11. On September 6, 2024, Plaintiff filed a Class Action Complaint in the action entitled
18 *Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, San Diego County
19 Superior Court Case No. 24CU009870C (“Action”), thereby commencing a putative class action
20 against Defendants.

21 12. On November 12, 2024, Plaintiff filed a First Amended Class and Representative
22 Action Complaint (“Operative Complaint”) in the Action. The Operative Complaint alleges ten (10)
23 causes of action for violations of the California Labor Code for failure to pay minimum wages, failure
24 to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu
25 thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to
26 timely pay wages during employment, failure to provide accurate wage statements, failure to timely
27 pay wages upon termination, and failure to reimburse necessary business expenses, for violations of
28 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California

1 Labor Code violations, and for civil penalties under PAGA based on the aforementioned California
2 Labor Code violations.

3 13. On September 3, 2025, Plaintiff and Defendants (collectively, the “Parties”)
4 participated in a formal mediation conducted by Gig Kyriacou, Esq. (“Mediator”), a neutral and
5 respected mediator with extensive experience in complex wage and hour matters, and with the
6 assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve this
7 dispute on a class and representative basis. The Parties then worked diligently to negotiate and
8 memorialize the terms in a long form settlement agreement.

9 14. On December 22, 2025, the Parties executed the Joint Stipulation of Class Action and
10 PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the
11 Settlement Agreement is attached hereto as **Exhibit 3**.

12 **Summary of the Terms of the Settlement Agreement**

13 15. For purposes of settlement only, the Parties have agreed that the Class shall be defined
14 as “all current and former non-exempt employees who worked for Defendants in California at any
15 time during the Class Period” (“Class” or “Class Member(s)”). The Class Period is defined as the
16 period from September 6, 2020 through November 3, 2025. Based on information provided by
17 Defendants, it is estimated that there are a total of three hundred and five (305) Class Members.

18 16. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
19 Complaint for a non-reversionary Gross Settlement Amount of One Million Two Hundred Ninety
20 Thousand Dollars and Zero Cents (\$1,290,000.00), exclusive of employer-side payroll taxes. The
21 Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other
22 allocations. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-
23 five percent (35%) of the Gross Settlement Amount (i.e., \$451,500.00 if the Gross Settlement Amount
24 is \$1,290,000.00); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Thirty-Five
25 Thousand Dollars and Zero Cents (\$35,000.00); (3) Settlement Administration Costs, not to exceed
26 Eight Thousand Dollars and Zero Cents (\$8,000.00); (4) Enhancement Payment in the amount of Ten
27 Thousand Dollars and Zero Cents (\$10,000.00); and (5) PAGA Amount in the amount of Fifty
28 Thousand Dollars and Zero Cents (\$50,000.00). After the above-estimated amounts are deducted from

the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Seven Hundred Thirty-Five Thousand Five Hundred Dollars and Zero Cents (\$735,500.00). Additionally, 35% of the PAGA Amount (“PAGA Employee Amount”), which is \$17,500.00 out of \$50,000.00, will be fully distributed to “all current and former non-exempt employees who worked for Defendants in California at any time during the PAGA Period” (“PAGA Employee(s)”). The “PAGA Period” is defined as the period from September 6, 2023 through November 3, 2025.

17. The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata* basis based on the number of weeks each Class Member worked for Defendants as a non-exempt employee in California during the Class Period (“Workweeks”). The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement (“Individual Settlement Share”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

18. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata* basis based on the number of pay periods each PAGA Employee worked for Defendants as a non-exempt employee in California during the PAGA Period (“Pay Periods”). The *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

19. Each Individual Settlement Share will be allocated as ten percent (10%) wages, forty-five percent (45%) penalties, and forty-five percent (45%) interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties and interest will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share (“Individual Settlement Payment”). The employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares

1 will be paid by Defendants separately and in addition to the Gross Settlement Amount. Each
2 Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be
3 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

4 20. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
5 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount
6 will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement
7 Agreement. No money will revert to Defendants.

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

13 **The Settlement is Reasonable**

14 ***Informed Arms-Length Negotiations***

15 22. The Parties' settlement negotiations were at all times made at arm's-length and were
16 adversarial. The Settlement was reached following a full day of mediation with a highly respected
17 mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in
18 additional negotiations in order to finalize the long-form agreement presently before the Court.

19 23. The Parties engaged in extensive informal discovery prior to reaching a settlement.
20 Prior to mediation, Defendants produced a random sampling of putative class members' time and pay
21 data as well as Defendants' relevant wage and hour policies, and information regarding the total
22 number of putative class members, the number of current versus former employees, the total
23 workweeks worked by the putative class members, and the average rate of pay for the putative class
24 members.

25 24. This allowed Class Counsel to conduct an informed assessment and analysis of the
26 strengths and weaknesses of the claims and the potential class-wide damages.

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1 25. Based on the information exchanged, the Parties extensively briefed issues regarding
2 class certification and liability and provided their analyses to the Mediator who helped the Parties
3 debate the strengths and weakness of their respective positions.

4 ***Estimate of Potential Value of Claims***

5 26. Class Counsel analyzed all available data and estimated Defendants' maximum
6 potential exposure for the class claims to be approximately \$9,589,790, assuming the litigation was
7 successful at trial on all claims at issue and every employee had a violation for each claim on every
8 shift worked. This maximum potential analysis was then reduced based on the challenges facing the
9 likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate
10 is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks
11 during the relevant time period, less interest, and based on the analysis of the data which was
12 extrapolated out for all putative class members across the entire putative class period, which included:
13 \$862,589 for meal period violations (less meal period premiums paid); \$5,492,047 for rest period
14 violations at a 100% violation rate; \$1,207,345 for unpaid off-the-clock work for 1 hour per workweek
15 of off-the-clock work; \$20,949 for unpaid overtime wages at the required regular rate of pay; \$351,000
16 for unreimbursed business expenses; \$731,860 for waiting time penalties; and \$924,000 for wage
17 statement penalties. Plaintiff further estimated that Defendants faced an additional exposure of
18 \$946,700 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA
19 statutory period) PAGA penalties. Together with the PAGA penalties, Defendants' maximum
20 potential exposure totaled \$10,536,490 in damages.

21 ***Specific Risks Considered***

22 27. Although the investigation and information discovered supports Plaintiff's contentions,
23 Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on
24 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
25 the Settlement.

26 28. Class Counsel is aware of Defendants' defenses and arguments and has also taken into
27 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
28 inherent in such litigation, including those involved in class and/or representative adjudication.

1 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
2 in the Action, Defendants' defenses, and the difficulties in establishing entitlement to monetary
3 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
4 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

5 29. Defendants deny and continue to deny any liability and wrongdoing of any kind
6 associated with the claims alleged in the Action, and further deny that class certification is appropriate
7 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
8 the Action. Defendants proffered defenses to both certification and to the merits of Plaintiff's claims.
9 Defendants contended that Plaintiff's claims are not suitable for class certification because individual
10 issues would predominate should this case go to trial. As with all class actions, these complex cases
11 raise difficult management and proof issues and, accordingly, there is a significant risk that the Court
12 may deny class certification.

13 30. For example, Plaintiff's meal period claims, which were based on Defendants' alleged
14 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
15 Plaintiff's theory of liability for meal period violations was based on allegations that Defendants had
16 failed to implement their policies and that their practices failed to allow Class Members to take meal
17 breaks in the manner required under California law. For instance, it was found that prior to September
18 2024, employees were not required to clock in and out for their shifts or meal periods. Defendants
19 contended that their policies and practices at all times during the Class Period were lawful. Indeed,
20 Plaintiff's analysis revealed only a 14.1% violation rate for purported unique meal period violations
21 after offsetting meal period premiums paid and taking into consideration period waivers. Defendants
22 further argued that the rate of purported meal period violations reflected in the data would require
23 individualized inquiry and that such inquiry would prohibit a class from being certified. We also had
24 to consider the risk that the Court would find validity in the individualized proof defense to
25 certification of Plaintiff's meal period claim.

26 31. Additionally, a large portion of Defendants' overall liability lies in Plaintiff's rest
27 period allegations. As with the meal period allegations, Defendants contended that they had a lawful
28 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as

1 required under California law. Additionally, this claim was even more uncertain given the difficulties
2 associated with proving the alleged rest period violations, as Defendants were not required to record
3 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
4 concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite
5 certainty, which made the estimated value of this claim subject to much challenge.

6 32. Plaintiff also faced challenges certifying and proving liability for her minimum wage
7 and overtime claims. These claims were largely based on Defendants' unrecorded, off-the-clock work
8 performed by the Class Members both before and after their shifts and during purported meal periods.
9 For example, Plaintiff reported that she was required to arrive early before her shift started to open the
10 doors for receiving packages and bringing packages inside that were dropped off before her clock-in
11 time. Plaintiff also reported that she often stayed late in order to put away materials and make sure
12 deadlines were completed after already clocking out because packages were delivered after business
13 hours. Additionally, as mentioned above, it was found that prior to September 2024, employees were
14 not required to clock in and out for their shifts, and instead were instructed to report their total time.
15 However, the individualized nature of why the reported off-the-clock work was performed and the
16 individualized nature of damages presented substantial concerns regarding the manageability of the
17 case and the risk the Court could find these issues prevented certification, and the estimated damages
18 for this claim were based on an assumption that all Class Members worked off the clock for at least
19 one hour per week.

20 33. Plaintiff also contended that Defendants failed to reimburse Plaintiff and the other
21 Class Members for necessary business-related expenses, such as using their personal cell phones to
22 clock in and out on the Paylocity app as well as using their personal cellular phone's data plan to
23 access the company's intranet for work-related purposes. Defendants contended that they had a policy
24 and practice of reimbursing employees for necessary business-related expenses. Defendants further
25 contended that, with respect to the alleged expenses for which Plaintiff and the other Class Members
26 never requested reimbursement from Defendants, they did not know and had no reason to know that
27 alleged business-related expenses had been incurred. Defendants further contended that the reason for
28 why a Class Member undertook certain expenses, while not others, and failed to receive

1 reimbursement for certain expenses while not others, would raise individual issues that could not be
2 certified.

3 34. There are also substantial risks associated with Plaintiff's waiting time penalties and
4 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
5 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
6 certification was denied on those underlying claims, these derivative claims for penalties would also
7 likely fail. Further, even if Plaintiff prevailed on her underlying claims, she would still be required to
8 demonstrate that Defendants' violations of California Labor Code section 203 were *willful* violations.
9 Wage statement claims have also seen varying treatment at the appellate level because such claims
10 have an element of discretion attached to them rather than a pure calculation of damages after liability
11 is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendants'
12 estimated liability, were therefore uncertain.

13 35. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
14 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
15 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
16 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
17 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
18 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
19 current employer. On the other hand, Defendants would likely be able to obtain the cooperation of
20 their employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals
21 would substantially delay any recovery by the Class.

22 36. Class Counsel also separately contemplated the risks of proceeding with the PAGA
23 claims and potential liability Defendants could face from these claims as part of the global resolution.
24 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying
25 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
26 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
27 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendants would argue that they
28 made a good faith attempt to comply with their legal obligations warranting a reduction in penalties.

1 Class Counsel also anticipated Defendants would argue that the violations per pay period were low,
2 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
3 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
4 enforcement of California's labor laws by financing state activities and educating and deterring non-
5 compliance.

6 37. Therefore, after considering this multitude of factors, we concluded that it was in the
7 best interest of the State of California and the PAGA Employees to enter into the Settlement, and to
8 allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount towards
9 the PAGA claims, which represents approximately 3.88% of the Gross Settlement Amount. This
10 percentage of the settlement is well-within the range of wage and hour settlements regularly approved
11 in both state and federal court for cases that include both a class and PAGA action. Typically, such
12 hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed,
13 settlements allocations as little as 0.22% of the gross settlement amount have been approved as
14 reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only
15 from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to
16 promote enforcement of California's labor laws, provide funds to the state, and deter future non-
17 compliance by the employer.

18 38. Therefore, taking into account how each of the above risks potentially effected
19 Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the
20 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendants'
21 estimated liability based on the challenges facing her ability to succeed on class certification by 65%
22 to \$3,687,772. The merits-based risk factors further reduced Defendants' estimated liability by an
23 additional 60%. This resulted in an adjusted estimated liability of \$1,475,109. In light thereof, the
24 settlement amount of \$1,290,000.00 is a significant settlement.

25 39. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.
26 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
27 California and is within the accepted range of recoveries for this type of litigation given the inherent
28 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further

litigation.

Enhancement Payment

40. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Riemann. This Enhancement Payment is eminently reasonable given Plaintiff's undertaking of risks in spearheading this case, time and effort Plaintiff spent on this case, for her broader general release of all claims against Defendants, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested Enhancement Payment is disclosed to the Class Members in the Class Notice.

41. The proposed Enhancement Payment is fair and reasonable under the *Van Vranken* five-factor test. (*Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995)). The Enhancement Payment accounts for less than three percent (3%) of the Gross Settlement Amount. Without Plaintiff's initiative in pursuing this case, there likely would have been no recovery. Plaintiff contributed invaluable information which catalyzed the case and was crucial to Class Counsel developing a litigation strategy. Plaintiff was also helpful in preparing for mediation, which ultimately resulted in the Settlement. Plaintiff's steadfast contributions in light of the risks of the case should be acknowledged. Additionally, the Court has granted service awards of at least \$10,000 to plaintiffs in in several similar wage and hour cases. (See, e.g. *Harvey v. Advisors Mortgage Group, LLC*, San Diego Superior Court Case No. 37-2021-00019330-CU-OE-CTL [Plaintiff awarded \$10,000 enhancement and had contributed approximately 50 hours to pursuing the litigation]; *Evers v. La-Z Boy Incorporated*, San Diego Superior Court Case No. 37-2021-00047960-CU-OE-CTL [\$10,000 enhancement award]; *Barajas v. Cancer Center Oncology Medical Group*, San Diego Superior Court Case No. 37-2023-00029649-CU-OE-CTL [\$10,000 enhancement awarded]; *Tredo v. Ademco Inc.*, San Diego Superior Court Case No. 37-2023-00027207-CU-OE-CTL [\$10,000 enhancement awarded]; *Lira v. Anheiser-Bush*, San Diego Superior Court Case No. 37-2023-00038074-CU-OE-CTL [\$10,000 enhancement awarded]).

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Attorneys' Fees and Costs

42. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$451,500.00 if the Gross Settlement Amount is \$1,290,000.00) and actual litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

43. Counsel in similar class action and representative matters in San Diego County have routinely been awarded at least thirty-five percent (35%) fee requests. (See e.g., *Coombs v. Imaging Healthcare Specialist LLC*, San Diego County Superior Court Case No. 37-2020-00043781-CU-OE-CTL, final approval granted June 16, 2023 granting 35% fee request; *Nguyen Ngo, et al. v. Medim pact Healthcare System*, San Diego Superior Court, Case No. 37-2020-00015657-CU-OE-CTL, final approval granted June 24, 2022 granting 35% fee request; *Beltran v. San Diego County Credit Union*, San Diego County Superior Court, Case No. 37-2019-00015722-CU-OE-CTTL, final approval granted on January 20, 2023, granting 35% fee request; *Fuentes v. Apex Contracting and Restoration*, San Diego Superior Court Case No. 37-2022-00001417-CU-OE-CTL, final approval granted on August 23, 2023, granting 43% fee request).

44. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated into tangible monetary benefits as follows: (1) Class Members, the State of California, and PAGA Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progress through certification, trial, and/or upon appeal.

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45. Class Counsel has litigated this matter for over a year and was actively preparing this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the Class Notice.

Notice to the Class

46. The Parties have agreed to retain ILYM Group, Inc. (“ILYM” or “Settlement Administrator”) to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint ILYM to handle these procedures and to serve as the Settlement Administrator. Defendants will provide ILYM with the Class List and ILYM will calculate each Class Member’s estimated Individual Settlement Share and each PAGA Employee’s estimated Individual PAGA Payment. ILYM will also receive and process Requests for Exclusion, Notices of Objection, and Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to the wages portion of the Individual Settlement Shares; will prepare and submit informational and other tax filings and documents; will issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual Settlement Payment checks to the Settlement Class Members and Individual PAGA Payment checks to the PAGA Employees; and perform any other usual and customary duties for administering a class action settlement.

47. I am not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. The original source of the mailing addresses is from each Class Member, who provided the information to Defendants. As a fail-safe to this highly reliable method, skip tracing will be performed, if necessary.

Notice of Settlement to the LWDA

48. In accordance with California Labor Code section 2699(1)(2), on January 22, 2026, a copy of the proposed Settlement was submitted to the LWDA via online submission through the LWDA's website. A true and correct copy of the submission to the LWDA is attached hereto as

1 **Exhibit 4.**

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

4 Executed on January 22, 2026, at Jersey City, New Jersey.



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Alexandra Rose

EXHIBIT 1

- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in

final settlement of wage and hour class and PAGA action.

- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of

representative wage and hour action pursuant to PAGA.

- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC,

approved as counsel in final settlement of wage and hour class and PAGA action.

- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in

association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino

County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.

- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

September 3, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*

To Whom It May Concern:

This office represents Marissa Riemann (“Claimant”) with respect to their claims under the California Labor Code against Quantum Design, Inc. and Quantum Design International, Inc. (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Marissa Riemann from approximately June 2019 to October 2023 as a non-exempt, hourly-paid employee. Marissa Riemann worked as a Production Coordinator for Employers and was based out of Employers’ facility located at 10307 Pacific Center Ct. San Diego, CA 92121.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”). Employers’ conduct

giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the meaning of PAGA. The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant

to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their

regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest

periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers willfully and intentionally failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. CONCLUSION

Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the



BLACKSTONE
LAW

8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam L. Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Quantum Design, Inc. 10307 Pacific Center Court San Diego, CA 92121	Quantum Design, Inc. Attn: Paracorp Incorporated, Agent for Service 2804 Gateway Oaks Dr. Suite 100 Sacramento, CA 95833
Quantum Design International, Inc. 10307 Pacific Center Court San Diego, CA 92121	Quantum Design International, Inc. Attn: Paracorp Incorporated, Agent for Service 2804 Gateway Oaks Dr. Suite 100 Sacramento, CA 95833

EXHIBIT 3

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiff Marissa Riemann (“Plaintiff”),
4 individually, and on behalf of all others similarly situated and on behalf of the State of California with
5 respect to allegedly aggrieved employees, and Defendants Quantum Design, Inc. and Quantum Design
6 International, Inc. (together, “Defendants”) (collectively, Plaintiff and Defendants are referred to as
7 “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined herein), the State of California as to the PAGA Employees (as defined herein), and Defendants,
10 subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On September 3, 2024, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail,
14 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
15 Code alleged to have been violated by Defendants (“PAGA Letter”).

16 2. On September 6, 2024, Plaintiff filed a Class Action Complaint in the action entitled
17 *Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, San Diego County
18 Superior Court Case No. 24CU009870C (“Action”), thereby commencing a putative class action
19 against Defendants.

20 3. On November 12, 2024, Plaintiff filed a First Amended Class and Representative
21 Action Complaint (“Operative Complaint”) in the Action, which added a cause of action under the
22 Private Attorneys General Act of 2004 pursuant to California Labor Code Sections 2698, *et seq.*
23 (“PAGA”) against Defendants.

24 4. The Operative Complaint alleges ten (10) causes of action for violations of the
25 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
26 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
27 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
28 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure

1 to reimburse necessary business expenses, for violations of California Business & Professions Code
2 Sections 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
3 penalties under PAGA based on the aforementioned California Labor Code violations.

4 5. Defendants deny all material allegations set forth in the Action and have asserted
5 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
6 Defendants desire to fully and finally settle the Action, Released Class Claims (as defined herein), and
7 Released PAGA Claims (as defined herein).

8 6. Class Counsel diligently investigated the class and PAGA claims against Defendants,
9 including any and all applicable defenses and the applicable law. The investigation included, *inter*
10 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
11 The Parties have engaged in informal discovery and investigation to assess the relative merits of the
12 claims and contentions of the Parties.

13 7. On September 3, 2025, the Parties participated in mediation with Gig Kyriacou, Esq.
14 (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of
15 the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The Parties'
16 settlement discussions were conducted at arm's length, and the Settlement is the result of an informed
17 and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks
18 associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class
19 Counsel believes that the Settlement with Defendants for the consideration and on the terms set forth
20 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
21 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
22 including the risk of significant delay and uncertainty associated with litigation and various defenses
23 asserted by Defendants.

24 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
25 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
26 admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is
27 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
28 positions.

DEFINITIONS

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

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. "Class" or "Class Member(s)" means all current and former non-exempt employees who worked for Defendants in California at any time during the Class Period.

c. "Class Counsel" means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, Jared C. Osborne, and Lizeth Marin of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendants during the Class Period; (5) the number(s) of Workweeks and/or Pay Periods worked by each Class Member as determined by Defendants' payroll records; and (6) such other information as is necessary for the Settlement Administrator to administrate this Settlement.

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

f. "Class Period" means the period from September 6, 2020 through November 3, 2025.

g. "Class Settlement" means the settlement and resolution of all Released Class Claims.

h. "Court" means the Superior Court of the State of California for the County of San Diego.

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1 i. "Defendants' Counsel" means Jody A. Landry and Stephanie A. Kierig of
2 Littler Mendelson, P.C.

3 j. "Dispute" means a letter submitted by a Class Member disputing the number of
4 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
5 name and number of the Action; (b) contain the Class Member's full name, signature, address,
6 telephone number, and the last four (4) digits of the Class Member's Social Security number; (c)
7 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
8 the Class Member and what the Class Member contends is the correct number; and (d) be returned by
9 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
10 Deadline.

11 k. "Effective Date" means the sixty-first (61st) calendar day after the date of Final
12 Approval, provided no appeal is initiated by an objector; or if a timely appeal is initiated by an objector,
13 then the Effective Date will be the day after final resolution of that appeal (including any requests for
14 rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

15 l. "Employer Taxes" means the employers' share of taxes and contributions in
16 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants
17 in addition to the Gross Settlement Amount.

18 m. "Enhancement Payment" means the amount to be paid to Plaintiff, in
19 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
20 Employees, and general release of claims, as set forth in Paragraph 13.

21 n. "Final Approval" means the determination by the Court that the Settlement is
22 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

23 o. "Final Approval Hearing" means the hearing at which the Court will consider
24 and determine whether the Settlement should be granted Final Approval.

25 p. "Final Approval Order and Judgment" means the order granting final approval
26 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
27 Parties, and subject to approval by the Court.

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1 q. “Gross Settlement Amount” means the amount of One Million Two Hundred
2 Ninety Thousand Dollars and Zero Cents (\$1,290,000.00) to be paid by Defendants in full satisfaction
3 of the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees
4 and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net
5 Settlement Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer
6 Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is
7 non-reversionary; no portion of the Gross Settlement Payment will return to Defendants. The Gross
8 Settlement Amount is subject to increase, as provided in Paragraph 16.

9 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
10 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
11 calculated in accordance with Paragraph 18.

12 s. “Individual Settlement Payment” means the net payment of each Settlement
13 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
14 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
15 Paragraph 19.

16 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
17 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
18 in accordance with Paragraph 17.

19 u. “LWDA Payment” means the amount of Thirty-Two Thousand Five Hundred
20 Dollars and Zero Cents (\$32,500.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to
21 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

22 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
23 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
24 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
25 Settlement Administration Costs.

26 w. “Notice of Objection” means a Settlement Class Member’s written objection to
27 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
28 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s

1 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
2 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
3 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
4 specified address, postmarked on or before the Response Deadline.

5 x. "PAGA Amount" means the allocation of Fifty Thousand Dollars and Zero
6 Cents (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five percent
7 (65%) of the PAGA Amount, or \$32,500.00, will be paid to the LWDA (i.e., the LWDA Payment)
8 and the remaining thirty-five percent (35%), or \$17,500.00, will be distributed to the PAGA
9 Employees (i.e., the PAGA Employee Amount).

10 y. "PAGA Employee(s)" means all current and former non-exempt employees
11 who worked for Defendants in California at any time during the PAGA Period.

12 z. "PAGA Employee Amount" means the amount of Seventeen Thousand Five
13 Hundred Dollars and Zero Cents (\$17,500.00), i.e., 35% of the PAGA Amount, to be distributed to
14 PAGA Employees on a *pro rata* basis based on their Pay Periods.

15 aa. "PAGA Period" means the period from September 6, 2023 through November
16 3, 2025.

17 bb. "PAGA Settlement" means the settlement and resolution of all Released PAGA
18 Claims.

19 cc. "Pay Periods" means the number of pay periods each PAGA Employee worked
20 for Defendants as a non-exempt employee in California during the PAGA Period. Pay Periods will be
21 determined by Defendants' payroll records and provided to the Settlement Administrator.

22 dd. "Preliminary Approval" means the date on which the Court enters the
23 Preliminary Approval Order.

24 ee. "Preliminary Approval Order" means the order granting preliminary approval
25 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
26 the Court.

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28 ///

1 ff. “Released Class Claims” means all of the following claims, that were actually
2 alleged or that could have been alleged in the Operative Complaint, arising during the Class Period,
3 as well as any and all wage and hour claims and that were asserted or could have been asserted in the
4 Operative Complaint, arising during the Class Period, based on the factual or legal allegations
5 contained in the Operative Complaint in the Action, including: (a) failure to pay all wages owed
6 (minimum wage and overtime), whether due to alleged off-the-clock work, alleged failure to correctly
7 calculate the regular rate of pay, or any other theory of liability for the underpayment of the minimum
8 wage or overtime; (b) failure to provide duty-free meal periods or pay premiums at the regular rate of
9 pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular
10 rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to
11 timely pay wages during employment; (g) failure to provide accurate wage statements; (h) unfair
12 business practices; (i) claims for violation of the provisions of the applicable IWC Wage Order(s)
13 regarding minimum wage, overtime, meal periods, and rest periods, as well as allegations regarding
14 the late payment of wages during employment and of final wages, inaccurate wage statements, and
15 failure to reimburse business expenses; (j) claims for attorney’s fees and costs in connection therewith;
16 and (k) any other claims, remedies, penalties, or interest that could have been plead based on the facts
17 alleged in the Operative Complaint during the Class Period.

18 gg. “Released PAGA Claims” means any and all claims for civil penalties under
19 PAGA that were actually alleged or that could have been alleged based on the factual or legal
20 allegations in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period,
21 including, but not limited to: (a) PAGA penalties for alleged violations of California Labor Code
22 sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
23 1199, 2800, 2802, and 2699, *et. seq.*, claims for violation of the provisions of the applicable IWC
24 Wage Order(s) regarding minimum wage, overtime, meal periods and rest periods, as well as
25 allegations regarding the late payment of wages during employment and of final wages, inaccurate
26 wage statements, and failure to reimburse business expenses; and (b) claims for attorney’s fees and
27 costs related thereto.

28 ///

1 hh. “Released Parties” means Defendants as well as their current and former parent,
2 affiliated organizations, shareholders, officers, directors, management employees, and attorneys.

3 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
4 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
5 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
6 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
7 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
8 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

9 jj. “Response Deadline” means the deadline by which Class Members must submit
10 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
11 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
12 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
13 Deadline will be extended to the next day on which the United States Postal Service is open. The
14 Response Deadline may also be extended by express agreement between Class Counsel and
15 Defendants’ Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
16 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
17 Response Deadline.

18 kk. “Settlement Administrator” means ILYM Group, Inc., or any other third-party
19 class action settlement administrator agreed to by the Parties and approved by the Court for purposes
20 of administering the Settlement. The Parties and their counsel each represent that they do not have
21 any financial interest in the Settlement Administrator or otherwise have a relationship with the
22 Settlement Administrator that could create a conflict of interest.

23 ll. “Settlement Administration Costs” means the costs payable from the Gross
24 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
25 Paragraph 15.

26 mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
27 who do not submit a timely and valid Request for Exclusion.

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1 nn. "Workweeks" means the number of weeks each Class Member worked for
2 Defendants as a non-exempt employee in California during the Class Period. Workweeks will be
3 determined by Defendants' payroll records and provided to the Settlement Administrator.

4 **CLASS CERTIFICATION**

5 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the
6 Class.

7 11. The Parties agree that certification for the purpose of settlement is not an admission
8 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
9 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
10 part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not
11 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
12 non-settlement context.

13 **TERMS OF THE AGREEMENT**

14 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
15 forth herein, the Parties agree, subject to the Court's approval, as follows:

16 12. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application
17 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
18 Gross Settlement Amount (i.e., \$451,500.00 if the Gross Settlement Amount is \$1,290,000.00) and
19 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
20 of the Action, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00),
21 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
22 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
23 the Action, including without limitation all work performed and costs incurred to date, and all work
24 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
25 Settlement Agreement, including any objections raised and any appeals necessitated by those
26 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
27 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
28 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any

1 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
2 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.
3 The Court's reduction of Attorneys' Fees and Costs requested by Class Counsel is not a basis for
4 appeal.

5 13. Enhancement Payment. Defendants agree not to oppose or impede any application or
6 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero
7 Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement
8 Amount, subject to Court approval, will be in addition to Plaintiff's Individual Settlement Payment as
9 a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be
10 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
11 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
12 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment
13 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
14 benefit of the Settlement Class Members. The Court's denial of or reduction of the Enhancement
15 Payment is not a basis for appeal.

16 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
17 Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement
18 Amount toward penalties under PAGA (i.e., the PAGA Amount), of which sixty-five percent (65%),
19 or \$32,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or
20 \$17,500.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata*
21 basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA
22 Period (i.e., the Individual PAGA Payments).

23 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
24 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
25 which is currently estimated not to exceed Eight Thousand Dollars Dollars and Zero Cents
26 (\$8,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
27 approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other
28 documents for the Settlement, calculating and distributing payments due under the Settlement, issuing

of IRS Forms 1099 and W-2 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16. Escalator Clause. As of the date of the September 3, 2025 mediation, Defendants estimated that there were 40,000 Workweeks actually worked by the Class Members. If the number of actual Workweeks worked by the Class Members during the Class Period exceeds that by more than ten percent (10%) (i.e., is more than 44,000 Workweeks) then Defendants will increase the Gross Settlement Amount proportionally. This means, for example, that if the actual number of Workweeks worked by the Class Members during the Class Period is 44,500, then Defendants would need to pay \$14,660.00 in additional consideration (\$1,290,000.00 divided by 44,000 Workweeks equals \$29.32 multiplied by 500 excess Workweeks).

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek

1 Value to yield each Settlement Class Member's final Individual Settlement Share.

2 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
3 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
4 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
5 Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
6 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
7 Value to yield each PAGA Employee's Individual PAGA Payment.

8 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
9 Individual Settlement Share will be allocated as follows: ten percent (10%) as wages, forty-five
10 percent (45%) as penalties, and forty-five percent (45%) as interest. The portion allocated to wages
11 will be reported on an IRS Form W-2 and the portions allocated to penalties and interest will be
12 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
13 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
14 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
15 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
16 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
17 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
18 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

19 20. Administration of Taxes by the Settlement Administrator. The Settlement
20 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
21 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
22 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
23 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
24 taxes and other legally required withholdings to the appropriate government authorities.

25 21. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
26 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
27 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
28 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation

1 by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
2 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
3 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
4 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
5 Members, and PAGA Employees should consult with their tax advisors concerning the tax
6 consequences of any payment they receive under the Settlement.

7 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
8 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
9 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
10 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS
11 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
12 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
13 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
14 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
15 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
16 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
17 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
18 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
19 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
20 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
21 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
22 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
23 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
24 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
25 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
26 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
27 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
28 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY

TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a draft of the preliminary approval motion before filing it with the Court. Defendants agree not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as the representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and

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g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

25. Notice of Settlement to the LWDA. Pursuant to California Labor Code section 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

27. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice(in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to provide notice of the Settlement.

28. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the

1 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
2 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
3 has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data
4 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
5 Member, Defendants' records will be presumed to be correct and determinative of the dispute.
6 However, if a Class Member produces information and/or documents to the contrary, the Settlement
7 Administrator will evaluate the materials submitted by the Class Member and the Settlement
8 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
9 the disputing Class Member should be credited with under the Settlement. The Settlement
10 Administrator's decision on such disputes will be final and non-appealable.

11 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
12 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
13 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
14 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
15 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
16 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are
17 submitted, and also identify the individuals who have submitted a timely and valid Request for
18 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
19 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
20 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
21 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
22 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
23 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
24 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
25 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
26 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
27 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
28 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they

1 submit a Request for Exclusion.

2 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
3 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
4 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
5 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
6 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'
7 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
8 and complete and which were not), and also attach them to a declaration that is to be filed with the
9 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
10 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
11 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
12 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
13 whether they have submitted a Notice of Objection.

14 31. No Right of PAGA Employees to Object to or Opt Out of PAGA Settlement. The
15 Parties agree that there is no statutory right for any PAGA Employee to object, opt out of, or otherwise
16 exclude himself or herself from the PAGA Settlement. The Parties will vigorously defend against any
17 attempt by any PAGA Employee or by any entity or agency to intervene in this Action or object to/opt
18 out of the PAGA Settlement. The Parties further agree that there is no right or opportunity for any
19 PAGA Employee to appeal the approval of the Settlement by the Court. The Parties will jointly defend
20 against any appeal filed with respect to the Final Approval Order and Judgment as it pertains to the
21 PAGA Settlement.

22 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide
23 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
24 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
25 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
26 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
27 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
28 Agreement as needed or requested, and immediately notify the Parties when it receives a request from

1 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
2 Dispute.

3 33. Defendants' Right to Rescind. If more than ten percent (10%) of the Class Members
4 submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement
5 Agreement. Defendants must exercise this right of rescission in writing that is provided to Class
6 Counsel within ten (10) business days of the Settlement Administrator notifying the Parties that more
7 than ten percent (10%) of the Class Members have submitted timely and valid Requests for Exclusion
8 by the Response Deadline. If Defendants exercise this option, Defendants shall pay any costs of
9 settlement administration owed to the Settlement Administrator incurred up to that date.

10 34. Certification of Completion. Upon completion of administration of the Settlement, the
11 Settlement Administrator will provide a written declaration under oath to certify such completion to
12 the Court and counsel for all Parties.

13 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
14 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
15 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
16 Individual Settlement Shares; (b) Individual PAGA Payments; (c) the LWDA Payment; (d) Attorneys'
17 Fees and Costs; (e) the Enhancement Payment; and (f) Settlement Administration Costs. The Final
18 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
19 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
20 Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion
21 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
22 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 23 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
24 consummation of its terms and provisions;
- 25 b. Certification of the Settlement Class;
- 26 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 27 d. Approval of the application for an Enhancement Payment to Plaintiff;

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1 e. Directing Defendants to fund all amounts due under the Settlement Agreement
2 and ordered by the Court; and

3 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
4 conformity with California Rules of Court, Rule 3.769 and the Settlement Agreement.

5 36. Funding of the Gross Settlement Amount. No later than five (5) business days after
6 the Effective Date, Defendants will deposit the Gross Settlement Amount into a Qualified Settlement
7 Fund ("QSF") within the meaning of Treasury Regulation Sections 1.468B-1, *et seq.*, to be established
8 by the Settlement Administrator. Defendants shall provide all information necessary for the
9 Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state
10 unemployment insurance tax ID number, and other information requested by the Settlement
11 Administrator, no later than five (5) business days after the Effective Date.

12 37. Distribution of the Gross Settlement Amount. Within five (5) business days of the
13 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
14 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
15 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class
16 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
17 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
18 timely forward these to the appropriate government authorities.

19 38. Settlement Checks. The Settlement Administrator will be responsible for undertaking
20 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
21 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
22 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
23 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
24 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
25 Members and PAGA Employees are not required to submit a claim to be issued an Individual
26 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
27 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
28 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
associated with such canceled checks shall be distributed by the Settlement Administrator to the State

1 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
2 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
3 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
4 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendants
5 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
6 amended and/or supplemental tax filings and reporting required under applicable local, state, and
7 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
8 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
9 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
10 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
11 PAGA Settlement.

12 39. Class Settlement Release. Settlement Class Members may discover facts in addition to
13 those they now know or believe to be true with respect to the subject matter of the Released Class
14 Claims; however, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
15 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
16 compromised, relinquished, and discharged the Released Parties of all Released Class Claims. It is
17 the intent of the Parties that the Final Approval Order and Judgment shall have full *res judicata* effect
18 and be final and binding upon Settlement Class Members.

19 40. PAGA Settlement Release. PAGA Employees may discover facts in addition to those
20 they now know or believe to be true with respect to the subject matter of the Released PAGA Claims;
21 however, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State
22 of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have
23 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
24 Parties of all Released PAGA Claims. It is the intent of the Parties that the Final Approval Order and
25 Judgment shall have full *res judicata* effect and be final and binding upon PAGA Employees regarding
26 the Released PAGA Claims.

27 41. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
28 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,

1 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
2 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
3 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
4 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
5 and/or separation of employment with Defendants, which Plaintiff, at any time up until the execution
6 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general
7 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
8 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
9 hereunder by law, such as, but not limited to, any pending workers' compensation claim or
10 unemployment or disability benefits claims. Any and all rights granted under any state or federal law
11 or regulation limiting the effect of this Settlement Agreement, including the provisions of Section
12 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the
13 California Civil Code reads as follows:

14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
15 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
16 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
17 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
18 **THE DEBTOR OR RELEASED PARTY.**

19 42. Final Approval Order and Judgment. The Parties shall provide the Settlement
20 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
21 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
22 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
23 Class will be required.

24 43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
25 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
26 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
27 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
28 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this

1 Settlement Agreement.

2 44. Effects of Termination or Rescission of Settlement. Termination or rescission of the
3 Settlement Agreement shall have the following effects:

4 a. The Settlement Agreement shall be void and shall have no force or effect, and
5 no Party shall be bound by any of its terms;

6 b. In the event the Settlement Agreement is terminated, Defendants shall have no
7 obligation to make any payments to any Party, Class Member, or Class Counsel, except that the
8 terminating Party shall pay the Settlement Administrator for services rendered up to the date the
9 Settlement Administrator is notified that the Settlement has been terminated;

10 c. The Preliminary Approval Order and Final Approval Order and Judgment,
11 including any order certifying the Class, shall be vacated;

12 d. The Settlement Agreement and all negotiations, statements, and proceedings
13 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
14 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

15 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
16 statements, or filings in furtherance of the Settlement (including all matters associated with the
17 mediation) shall be admissible or offered into evidence in the Action or any other action for any
18 purpose whatsoever; and

19 f. Any documents generated to bring the Settlement into effect, will be null and
20 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
21 likewise be treated as void from the beginning.

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

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

1 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
2 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
3 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
4 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
5 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
6 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
7 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
8 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
9 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
10 Agreement.

11 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
12 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
13 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
14 Approval Hearing to be conducted by the Court.

15 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
16 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
17 except by written agreement signed by counsel for all Parties. After the filing of the motion for
18 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
19 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
20 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
21 constitute a waiver of any other provision.

22 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
25 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
27 full authority to enter into this Settlement Agreement, and further intend that this Settlement
28 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
confidentiality provisions that otherwise might apply under state or federal law.

1 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
2 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
3 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
4 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
5 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
6 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
7 Member and PAGA Employee.

8 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
9 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 53. California Law Governs. All terms of this Settlement Agreement and attached exhibits
11 hereto will be governed by and interpreted according to the laws of the State of California.

12 54. Execution and Counterparts. This Settlement Agreement is subject only to the
13 execution of all Parties. However, this Settlement Agreement may be executed in one or more
14 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
15 copies of the signature page, will be deemed to be one and the same instrument.

16 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
17 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
18 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
19 account all relevant factors, present and potential. The Parties further acknowledge that they are each
20 represented by competent counsel and that they have had an opportunity to consult with their counsel
21 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
22 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
23 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
24 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

1 57. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
2 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
3 to implement the Settlement.

4 58. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
5 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
6 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
7 specifically deny that they have: violated any federal, state, or local law; violated any regulations or
8 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
9 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation
10 or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this
11 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with
12 it, shall be construed as an admission or concession by Defendants of any such violations or failures
13 to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
14 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or
15 received as evidence in any action or proceeding to establish any liability or admission on the part of
16 Defendants or to establish the existence of any condition constituting a violation of, or a non-
17 compliance with, federal, state, local, or other applicable law.

18 59. Publicity. Neither Plaintiff nor Class Counsel will publicize this Settlement by
19 Defendants' names or locations, through a press release, posting on Class Counsel's website, in social
20 media, or by any other public means, other than necessary Court filings and proceedings associated
21 with this Settlement. Nothing in this Paragraph is intended to prohibit: (i) Plaintiff from discussing
22 this Settlement with her spouse or partner, attorneys, or tax advisors; or (ii) Class Counsel from
23 communicating with Class Members in this case, the LWDA, or the Court. Nothing in this Paragraph
24 will restrict Class Counsel from including publicly available information regarding this Settlement in
25 future judicial submissions regarding Class Counsel's qualifications and experience.

26 60. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

1 61. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one Party than another merely by virtue of the fact that it may have
4 been prepared by counsel for one of the Parties, it being recognized that, because of the arm's length
5 negotiations between the Parties, all Parties have contributed equally to the preparation of this
6 Settlement Agreement.

7 62. Representation By Counsel. The Parties acknowledge that they have been represented
8 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
9 that this Settlement Agreement has been executed with the consent and advice of counsel, and
10 reviewed in full.

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

13 64. Notices. All notices, demands, and other communications to be provided concerning
14 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third (3rd)
15 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
16 as follows:

17 To Plaintiff and Class Counsel:

18 Jonathan M. Genish

19 jgenish@blackstonepc.com

20 Miriam L. Schimmel

21 mschimmel@blackstonepc.com

22 Joana Fang

23 jfang@blackstonepc.com

24 Alexandra Rose

25 arose@blackstonepc.com

26 Jared C. Osborne

27 josborne@blackstonepc.com

28 Lizeth Marin

 lmarin@blackstonepc.com

BLACKSTONE LAW, APC

 8383 Wilshire Boulevard, Suite 745

 Beverly Hills, California 90211

 Tel: (310) 622-4278 / Fax: (855) 786-6356

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To Defendants:

Jody A. Landry

jlandry@littler.com

Stephanie A. Kierig

skierig@littler.com

LITTLER MENDELSON, P.C.

501 W Broadway, Suite 900

San Diego, California 92101

Tel: (619) 232-0441 / Fax: (619) 232-4302

65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

IT IS SO AGREED.

PLAINTIFF MARISSA RIEMANN

Marissa Riemann

Dated: 12/11/2025

Plaintiff Marissa Riemann

**DEFENDANTS QUANTUM DESIGN, INC.
AND QUANTUM DESIGN
INTERNATIONAL, INC.**

Dated: 12/18/2025

Stuart A. Schoenmann

Full Name: Stuart A. Schoenmann

Title: CEO

On behalf of Defendants Quantum Design, Inc.
and Quantum Design International, Inc.

///

///

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3
4 Dated: 12/11/2025



Alexandra Rose
Attorneys for Plaintiff Marissa Riemann
and Proposed Class Counsel

7 **LITTLER MENDELSON, P.C.**

8
9 Dated: December 22, 2025



Jody A. Landry
Stephanie A. Kierig
Attorneys for Defendants Quantum Design, Inc.
and Quantum Design International, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.
Superior Court of California for the County of San Diego, Case No. 24CU009870C

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Marissa Riemann ("Plaintiff") and Defendants Quantum Design, Inc. and Quantum Design International, Inc. (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, San Diego County Superior Court, Case No. 24CU009870C ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former non-exempt employees who worked for Defendants in California at any time during the Class Period.

"Class Period" means the period from September 6, 2020 through November 3, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former non-exempt employees who worked for Defendants in California at any time during the PAGA Period.

"PAGA Period" means the period from September 6, 2023 through November 3, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 3, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On September 6, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On November 12, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting time penalties, provide accurate wage statements, and reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code sections 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action and further deny that they have violated any local, state, or federal laws or IWC Wage Orders.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Marissa Riemann as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Lizeth Marin
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment. You will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Two Hundred Ninety Thousand Dollars and Zero Cents (\$1,290,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$451,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) an Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$32,500.00) (“LWDA Payment”) and the remaining 35% (\$17,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendants as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement

Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, forty-five percent (45%) as penalties, and forty-five (45%) as interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties and interest will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendants as a non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods Based on Defendants' Records

According to Defendants' records:

- **From September 6, 2020 through November 3, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From September 6, 2023 through November 3, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, Case No. 24CU009870C); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before **[Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Settlement Class Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Class Claims; however, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. It is the intent of the Parties that the Final Approval Order and Judgment shall have full *res judicata* effect and be final and binding upon Settlement Class Members.

PAGA Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released PAGA Claims; however, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. It is the intent of the Parties that the Final Approval Order and Judgment shall have full *res judicata* effect and be final and binding upon PAGA Employees regarding the Released PAGA Claims.

“Released Class Claims” means all of the following claims, that were actually alleged or that could have been alleged in the Operative Complaint, arising during the Class Period, as well as any and all wage and hour claims and that were asserted or could have been asserted in the Operative Complaint, arising during the Class Period, based on the factual or legal allegations contained in the Operative Complaint in the Action, including: (a) failure to pay all wages owed (minimum wage and overtime), whether due to alleged off-the-clock work, alleged failure to correctly calculate the regular rate of pay, or any other theory of liability for the underpayment of the minimum wage or overtime; (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to timely pay wages during employment; (g) failure to provide accurate wage statements; (h) unfair business practices; (i) claims for violation of the provisions of the applicable IWC Wage Order(s) regarding minimum wage, overtime, meal periods, and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, and failure to reimburse business expenses; (j) claims for attorney’s fees and costs in connection therewith; and (k) any other claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the Operative Complaint during the Class Period.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA that were actually alleged or that could have been alleged based on the factual or legal allegations in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, including, but not limited to: (a) PAGA penalties for alleged violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2699, *et seq.*, claims for violation of the provisions of the applicable IWC Wage Order(s) regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, and failure to reimburse business expenses; and (b) claims for attorney’s fees and costs related thereto.

“Released Parties” means Defendants as well as their current and former parent, affiliated organizations, shareholders, officers, directors, management employees, and attorneys.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$451,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is,

without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

**[Settlement Administrator]
[Mailing Address]**

A Request for Exclusion must: (a) contain the case name and number of the Action (*Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, Case No. 24CU009870C); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be

bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, Case No. 24CU009870C); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

PAGA Employees do not have a statutory right to object, opt out of, or otherwise exclude himself or herself from the PAGA Settlement. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-63 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Below is the court's Zoom information, however, this information may change, therefore, please check the Court's website for the most current information and links.

San Diego Instructions for appearing remotely: <https://www.sdcourt.ca.gov/>

Link to Department C-63 Zoom Hearings: <https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by going to <https://odyroa.sdcourt.ca.gov/Cases> and then entering the Case Number for the Action, Case No. 24CU009870C.

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 4

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1048726-24
Plaintiff for PAGA Case: Marissa Riemann
Filer/Attorney for PAGA Case: Miriam Schimmel
Law Firm for PAGA Plaintiff: Blackstone Law
Employer: Quantum Design, Inc.
Date Case Received:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number: 24CU009870C
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
PAGA Notice Submitted on 09/03/2024 03:12:40 PM by Miriam Schimmel	2024.09.03 PAGA LETTER- RIEMANN - FINAL.pdf	09/03/2024 03:13 PM	PAGA Notice
Proposed Settlement Submitted on 01/22/2026 01:35:38 PM by Lizeth Marin	2025.12.22 Settlement Agreement (Fully Executed).pdf	01/22/2026 01:35 PM	Proposed Settlement
Proposed Settlement Submitted on 01/22/2026 01:38:14 PM by Lizeth Marin	2025.12.22 Settlement Agreement (Fully Executed).pdf	01/22/2026 01:38 PM	Duplicate
Proposed Settlement Submitted on 01/22/2026 01:40:56 PM by Lizeth Marin	2025.12.22 Settlement Agreement (Fully Executed).pdf	01/22/2026 01:41 PM	Duplicate