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Attorneys for Plaintiff JOSE MORENO,
individually, and on behalf of other similarly
situated employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JOSE MORENO, individually, and on behalf
of other similarly situated employees,

Plaintiff,

vs.

KERN REGIONAL CENTER; and DOES 1
through 25, inclusive,

Defendants.

Case No. BCV-24-103353
[Related to Case No. BCV-24-104216]

Honorable T. Mark Smith
Department T-2

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

Date: February 5, 2026
Time: 8:30 a.m.
Dept.: T-2

Complaint Filed: October 2, 2024
Trial Date: Not Set

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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. Shimmel 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. Kyle W. Wilson received his law degree from Columbia University School of Law in
20 2018. He graduated as a Harlan Fiske Stone Scholar and was named a Public Interest Honoree for his
21 commitment to public service. He was admitted to the California State Bar in December 2018. Since
22 admittance, he has worked primarily as a plaintiff's side attorney, handling both individual and class
23 action cases. He has litigated dozens of employment cases, including high-profile matters that were
24 reported on by national media outlets such as Fortune, Business Insider, and Tech Crunch.

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

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Procedural History

9. On October 1, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Kern Regional Center (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Notice”). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 2**.

10. On October 2, 2024, Plaintiff filed a Class Action Complaint (“Operative Class Complaint”) in the action entitled *Jose Moreno v. Kern Regional Center*, Kern County Superior Court Case No. BCV-24-103353 (“Class Action”), thereby commencing a putative class action against Defendant. The Operative Class Complaint alleges nine (9) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, and for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations.

11. On December 6, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Operative PAGA Complaint”) against Defendant in the action entitled *Jose Moreno v. Kern Regional Center*, Kern County Superior Court Case No. BCV-24-104216 (“PAGA Action”). The Operative PAGA Complaint alleges one (1) cause of action under PAGA.

12. On November 13, 2024, Plaintiff propounded written formal discovery onto Defendant (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)) and served a proposed Belaire-West notice.

13. On October 8, 2025, Plaintiff and Defendant (together, the “Parties”) participated in a formal mediation conducted by Hon. Carl J. West (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s

1 evaluations, the Parties were able to reach an agreement to resolve the Class Action and PAGA Action
2 (together, “Actions”) on a class and representative basis. The Parties then worked diligently to
3 negotiate and memorialize the terms in a long form settlement agreement.

4 14. On January 6, 2026, the Parties executed the Class Action and PAGA Settlement
5 Agreement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement
6 Agreement is attached hereto as **Exhibit 3**.

7 **Summary of the Terms of the Settlement Agreement**

8 15. For purposes of settlement only, the Parties have agreed that the Class shall be defined
9 as “all current and former non-exempt, hourly paid employees who worked for Defendant in the State
10 of California at any time during the Class Period” (“Class” or “Class Member(s)”). The Class Period
11 is defined as the period from October 2, 2020 through December 8, 2025. Based on information
12 provided by Defendant, as of October 8, 2025 (date of mediation), it is estimated that there are a total
13 of seven hundred and nine (709) Class Members.

14 16. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
15 Class Complaint and Operative PAGA Complaint (together, “Operative Complaints” for a non-
16 reversionary Gross Settlement Amount of One Million Eight Hundred Thousand Dollars and Zero
17 Cents (\$1,800,000.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a
18 common fund and therefore includes all requested costs, fees, and other allocations. The Gross
19 Settlement Amount includes: (1) Class Counsel’s fees in the amount of one-third (1/3) of the Gross
20 Settlement Amount (i.e., \$600,000.00 if the Gross Settlement Amount is \$1,800,000.00); (2) Class
21 Counsel’s actual litigation costs and expenses, not to exceed Twenty-Five Thousand Dollars and Zero
22 Cents (\$25,000.00); (3) Administration Expenses Payment, not to exceed Nine Thousand Three
23 Hundred Ninety Dollars and Zero Cents (\$9,390.00); (4) Enhancement Award in the amount of Ten
24 Thousand Dollars and Zero Cents (\$10,000.00); and (5) PAGA Penalties in the amount of One
25 Hundred Thousand Dollars and Zero Cents (\$100,000.00). After the above-estimated amounts are
26 deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for
27 Class Members is currently estimated to be One Million Fifty-Five Thousand Six Hundred Ten Dollars
28 and Zero Cents (\$1,055,610.00). Additionally, 35% of the PAGA Penalties, which is \$35,000.00 out

of \$100,000.00, will be fully distributed to “all current and former non-exempt, hourly paid employees who worked for Defendant in the State of California at any time during the PAGA Period” (“Aggrieved Employee(s)”). The “PAGA Period” is defined as the period from October 1, 2023 through December 8, 2025.

17. The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Member(s)”) on a *pro rata* basis based the number of weeks during which a Class Member worked for Defendant in a non-exempt position in California during the Class Period, based on weeks of actual work between hire dates, re-hire dates, and termination dates (“Workweeks”). The *pro rata* share of the Net Settlement Amount that a Participating Class Member may be eligible to receive (“Individual Class Payment”) will be calculated by the Administrator, in accordance with the Settlement Agreement.

18. Thirty-five percent (35%) of the PAGA Penalties will be distributed and paid to all Aggrieved Employees on a *pro rata* basis based on the number of pay periods during which an Aggrieved Employee worked for Defendant in a non-exempt position in California during the PAGA Period, based on pay periods of actual work between hire dates, re-hire dates, and termination dates (“Pay Periods”). The *pro rata* share of thirty-five percent (35%) of the PAGA Penalties that an Aggrieved Employee may be eligible to receive (“Individual PAGA Payment”) will be calculated by the Administrator, in accordance with the Settlement Agreement.

19. Each Individual Class Payment will be allocated as fifteen percent (15%) wages (the “Wage Portion”) and eighty-five percent (85%) penalties and interest (the “Non-Wage Portion”). The Wage Portions will be reported on an IRS Form W-2 and the Non-Wage Portions will be reported on an IRS Form 1099 (if applicable) by the Administrator. The Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Class Payments, and issue checks to Participating Class Members for their net payment of their Individual Class Payment. The employer’s share of taxes and contributions in connection with the Wage Portion of Individual Class Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Administrator.

1 20. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
2 Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA
3 Penalties will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the
4 Settlement Agreement. No money will revert to Defendant.

5 21. Each Individual Class Payment and Individual PAGA Payment check will be valid and
6 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
7 thereafter, will be voided. Any funds associated with such canceled checks will be distributed by the
8 Administrator to the Legal Aid at Work (the proposed *cy pres* recipient) in accordance with California
9 Code of Civil Procedure Section 384. The Parties, Class Counsel, and Defense Counsel represent that
10 they have no interest or relationship, financial or otherwise, with the intended *cy pres* recipient.

11 **The Settlement is Reasonable**

12 ***Informed Arms-Length Negotiations***

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

17 23. The Parties engaged in extensive informal discovery prior to reaching a settlement.
18 Prior to mediation, Defendant produced a random thirty-three percent (33%) sampling of putative class
19 members' time and pay data as well as Defendant's relevant wage and hour policies, and information
20 regarding the total number of putative class members, the number of current versus former employees,
21 the total workweeks worked by the putative class members, and the average rate of pay for the putative
22 class members.

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

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

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Estimate of Potential Value of Claims

26. Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure to be approximately \$12,599,203, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all putative class members across the entire putative class period, which included: \$41,195 for meal period violations; \$7,320,648 for rest period violations at a 100% violation rate; \$1,619,286 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$452,910 for unreimbursed business expenses; \$1,537,714 for waiting time penalties; and \$1,627,450 for wage statement penalties. Plaintiff further estimated that Defendant faced an additional exposure of \$1,658,800 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum potential exposure totaled \$14,258,003 in damages.

Specific Risks Considered

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

28. Class Counsel is aware of Defendant's defenses and arguments and has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the Actions, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

1 29. Defendant denied and continues to deny any liability and wrongdoing of any kind
2 associated with the claims alleged in the Actions, and further denies that class certification is
3 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
4 prevail in the Actions. Defendant proffered defenses to both certification and to the merits of
5 Plaintiff's claims. Defendant contended that Plaintiff's claims are not suitable for class certification
6 because individual issues would predominate should this case go to trial. As with all class actions,
7 these complex cases raise difficult management and proof issues and, accordingly, there is a significant
8 risk that the Court may deny class certification.

9 30. For example, Plaintiff's meal period claims, which were based on Defendant's alleged
10 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
11 Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had
12 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
13 in the manner required under California law. Defendant contended that its policies and practices at all
14 times during the Class Period were lawful. Indeed, Plaintiff's analysis revealed only a 0.6% violation
15 rate for purported unique meal period violations. Defendant further argued that the rate of purported
16 meal period violations reflected in the data would require individualized inquiry and that such inquiry
17 would prohibit a class from being certified. We also had to consider the risk that the Court would find
18 validity in the individualized proof defense to certification of Plaintiff's meal period claim.

19 31. Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest
20 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
21 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
22 required under California law. Additionally, this claim was even more uncertain given the difficulties
23 associated with proving the alleged rest period violations, as Defendant was not required to record
24 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
25 concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite
26 certainty, which made the estimated value of this claim subject to much challenge.

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1 32. Plaintiff also faced challenges certifying and proving liability for his minimum wage
2 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
3 performed by the Class Members after their shifts and during purported meal periods. For example,
4 Plaintiff and Class Members had communications software such as Microsoft Teams installed on their
5 personal cell phones and would receive and respond to messages after work hours while being clocked
6 out. However, the individualized nature of why this work was performed and the individualized nature
7 of damages presented substantial concerns regarding the manageability of the case and the risk the
8 Court could find these issues prevented certification, and the estimated damages for this claim were
9 based on an assumption that all Class Members worked off the clock for at least one hour per week.

10 33. Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class
11 Members for necessary business-related expenses, usage of personal cell phones for work-related
12 purposes. Defendant contended that it had a policy and practice of reimbursing employees for
13 necessary business-related expenses. Defendant further contended that, with respect to the alleged
14 expenses for which Plaintiff and the other Class Members never requested reimbursement from
15 Defendant, it did not know and had no reason to know that alleged business-related expenses had been
16 incurred. Defendant further contended that the reason for why a Class Member undertook certain
17 expenses, while not others, and failed to receive reimbursement for certain expenses while not others,
18 would raise individual issues that could not be certified.

19 34. There are also substantial risks associated with Plaintiff's waiting time penalties and
20 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
21 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
22 certification was denied on those underlying claims, these derivative claims for penalties would also
23 likely fail. Further, even if Plaintiff prevailed on his underlying claims, he would still be required to
24 demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations.
25 Wage statement claims have also seen varying treatment at the appellate level because such claims
26 have an element of discretion attached to them rather than a pure calculation of damages after liability
27 is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendant's
28 estimated liability, were therefore uncertain.

1 35. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
2 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
3 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
4 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
5 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
6 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
7 current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
8 employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would
9 substantially delay any recovery by the Class.

10 36. Therefore, taking into account how each of the above risks potentially effected
11 Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the
12 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's
13 estimated liability based on the challenges facing his ability to succeed on class certification by 65%
14 to \$4,990,301. The merits-based risk factors further reduced Defendant's estimated liability by an
15 additional 60%. This resulted in an adjusted estimated liability of \$1,996,120. In light thereof, the
16 settlement amount of \$1,800,000.00 is a significant settlement.

17 37. Class Counsel also separately contemplated the risks of proceeding with the PAGA
18 claims and potential liability Defendant could face from these claims as part of the global resolution.
19 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying
20 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
21 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
22 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it
23 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
24 Class Counsel also anticipated Defendant would argue that the violations per pay period were low,
25 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
26 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
27 enforcement of California's labor laws by financing state activities and educating and deterring non-
28 compliance.

38. Therefore, after considering this multitude of factors, we concluded that it was in the best interest of the State of California and the Aggrieved Employees to enter into the Settlement, and to allocate One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 5.55% of the Gross Settlement Amount. This percentage of the settlement is well-within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state, and deter future non-compliance by the employer.

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

Enhancement Award

40. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Award of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Jose Moreno. This Enhancement Award is eminently reasonable given the time and effort Plaintiff spent on this case, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested Enhancement Award is disclosed to the Class Members in the Class Notice.

Attorneys' Fees and Costs

41. 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 one-third (1/3) of the Gross Settlement Amount (i.e., \$600,000.00 if the Gross Settlement Amount is \$1,800,000.00) and actual litigation costs and expenses in an amount not to

1 exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), which will be paid out of the
2 Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks
3 and costs of litigation and will not receive any compensation until recovery is obtained.

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

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

17 ***Notice to the Class***

18 44. The Parties have agreed to retain Apex Class Action LLC ("Apex" or "Administrator")
19 to handle the notice and settlement administration process. The Parties respectfully request that the
20 Court appoint Apex to handle these procedures and to serve as the Administrator. Defendant will
21 provide Apex with the Class Data and Apex will calculate each Class Member's estimated Individual
22 Class Payment and each Aggrieved Employee's estimated Individual PAGA Payment. Apex will also
23 receive and process Requests for Exclusion, written objections, and challenges to Workweeks and/or
24 Pay Periods; will provide necessary reports and declarations; will calculate, subtract, and transmit
25 necessary taxes and withholdings with respect to the Wage Portion of the Individual Class Payments;
26 will prepare and submit informational and other tax filings and documents; will issue and transmit all
27 payments provided for by the Settlement, including, but not limited to, mailing Individual Class
28 Payment checks to the Participating Class Members and Individual PAGA Payment checks to the

1 Aggrieved Employees; and perform any other usual and customary duties for administering a class
2 action settlement.

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

7 ***Notice of Settlement to the LWDA***

8 46. In accordance with California Labor Code section 2699(1)(2), on January 8, 2026, a
9 copy of the proposed Settlement was submitted to the LWDA via online submission through the
10 LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached
11 hereto as **Exhibit 4**.

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

14 Executed on January 9, 2026, at Jersey City, New Jersey.



15
16 Alexandra Rose

EXHIBIT 1

- *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.
- *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.
- *Brittini 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 Nayabhil 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



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October 1, 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: *Jose Moreno v. Kern Regional Center*

To Whom It May Concern:

This office represents Jose Moreno (“Claimant”) with respect to their claims under the California Labor Code against Kern Regional Center (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 Jose Moreno from approximately January 2020 to June 2024 as a non-exempt, hourly-paid employee. Jose Moreno worked as a Payroll Specialist for Employers and was based out of Employers’ facility located at 3200 N Sillect Avenue, Bakersfield, CA 93308.

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. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to 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 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 penalties 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 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 penalties 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 §



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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 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

Megan Ross
Megan E. Ross, Esq.

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

Kern Regional Center
Attn: Michi Gates
Agent for Service of Process
3200 N Sillect Avenue
Bakersfield, CA 93308

EXHIBIT 3

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jose Moreno (“Plaintiff”) and Defendant Kern Regional Center (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned *Jose Moreno v. Kern Regional Center* initiated on October 2, 2024, and pending in Superior Court of the State of California, County of Kern, Case No. BCV-24-103353, and *Jose Moreno v. Kern Regional Center* initiated on December 6, 2024, and pending in Superior Court of the State of California, County of Kern, Case No. BCV-24-104216.
- 1.2. “Administrator” means Apex Class Action LLC (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with preliminary approval of the Settlement. The Administration Expenses Payment shall not exceed 9,390.00 except for a showing of good cause and as approved by the Court.
- 1.4. “Aggrieved Employee(s)” means all current and former non-exempt, hourly paid employees who worked for Defendant in the State of California at any time during the PAGA Period.
- 1.5. “Class” or “Class Member(s)” means all current and former non-exempt, hourly paid employees who worked for Defendant in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Kyle W. Wilson of Blackstone Law, APC, who will seek to be appointed counsel for the Class.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s full name, last-known mailing address, Social Security number, and number of Workweeks and Pay Periods.

- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from October 2, 2020 through December 8, 2025.
- 1.12. “Class Representative” means Plaintiff Jose Moreno in the Operative Complaints in the Actions seeking Court approval to serve as a Class Representative.
- 1.13. “Court” means the Superior Court of California, County of Kern.
- 1.14. “Defendant” means Kern Regional Center.
- 1.15. “Defense Counsel” means Elaine M. Vukadinovich and Joseph S. Suarez of Musick, Peeler & Garrett LLP.
- 1.16. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.17. “Enhancement Award” means the amount up to \$10,000, that the Court authorizes to be paid to the Class Representative for initiating the Actions, the effort and risk in prosecuting the Actions, and providing services in support of the Actions.
- 1.18. “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Gross Settlement Amount” means One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00), which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Enhancement Award, and Administration Expenses Payment.

- 1.21. "Individual Class Payment(s)" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period, for that Participating Class Member as compared to all Participating Class Members.
- 1.22. "Individual PAGA Payment(s)" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period, for that Aggrieved Employee as compared to all Aggrieved Employees.
- 1.23. "Judgment" means the judgment entered by the Court based upon the Final Approval Order.
- 1.24. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.25. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.26. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.27. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.28. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant in a non-exempt position in California during the PAGA Period, based on pay periods of actual work between hire dates, re-hire dates, and termination dates.
- 1.29. "PAGA Period" means the period from October 1, 2023 through December 8, 2025.
- 1.30. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.31. "PAGA Notice" means Plaintiff's October 1, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.32. "PAGA Penalties" means the total amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated to PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.
- 1.33. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.34. “Plaintiff” means Jose Moreno, the named plaintiff in the Actions.
- 1.35. “Preliminary Approval Order” means the proposed order granting preliminary approval of the Settlement.
- 1.36. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.37. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.38. “Released Parties” means Defendant, and any of its past, present, and/or future, directors, officers, partners, principals, Board members, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, accountants, insurers, predecessors, successors, assigns, DBAs, parents, and subsidiaries.
- 1.39. “Request for Exclusion” means a Class Member’s submission of a signed written request to be excluded from the class action components of the Settlement
- 1.40. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may submit Requests for Exclusion, written objections, and/or challenges to Workweeks and/or Pay Periods. Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Administrator shall have an additional fifteen (15) days from re-mailing.
- 1.41. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.42. “Workweek” means any week during which a Class Member worked for Defendant in a non-exempt position in California during the Class Period, based on weeks of actual work between hire dates, re-hire dates, and termination dates.

2. RECITALS.

- 2.1. On October 1, 2024, Plaintiff provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (i.e., the PAGA Notice).
- 2.2. On October 2, 2024, Plaintiff filed a Class Action Complaint (“Operative Class Complaint”) in the action entitled *Jose Moreno v. Kern Regional Center*, Kern County Superior Court Case No. BCV-24-103353, thereby commencing a putative class action against Defendant. The Operative Class Complaint alleges nine (9) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu

- thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, and for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations.
- 2.3. On December 6, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Operative PAGA Complaint”) in the action entitled *Jose Moreno v. Kern Regional Center*, Kern County Superior Court Case No. BCV-24-104216, which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* against Defendant.
 - 2.4. On January 17, 2025, the Court related cases BCV-24-103353 and BCV-24-104216 and the Parties agree that this settlement encompasses the entirety of both of the Actions.
 - 2.5. Class Counsel diligently investigated the class and PAGA claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices. The Parties have engaged in sufficient informal discovery and investigation to assess the relative merits of the claims and contentions of the Parties.
 - 2.6. On October 8, 2025, the Parties participated in an all-day mediation presided over by Hon. Carl J. West, which led to this Agreement to settle the Actions.
 - 2.7. The Court has not granted class certification.
 - 2.8. The Parties, Class Counsel, and Defense Counsel represent that they are aware of *Kerlin Carolina Alvarado & Jesus Perez v. Kern Regional Center*, Kern County Superior Court Case No. BCV-25-101547 (the “Alvarado Action”), which is another pending matter or action asserting the same claims that will be extinguished or affected by the Settlement. On September 11, 2025, the Court related the *Alvarado* Action to these Actions.

3. **MONETARY TERMS.**

- 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wages Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: An Enhancement Award to the Class Representative of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Enhancement Award no later than 16 court days prior to the Final Approval Hearing. If the Court approves an Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) and a Class Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed Nine Thousand Three Hundred Ninety Dollars (\$9,390.00) except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than \$9,390.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked

by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: Subject to Court approval, PAGA Penalties in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to be paid from the Gross Settlement Amount, with 65% (\$65,000.00) allocated to the LWDA PAGA Payment and 35% (\$35,000.00) allocated to the Individual PAGA Payments. The PAGA Penalties will be allocated to cover any and all claims for civil penalties associated with the Released PAGA Claims that were, or could have been, brought in the Actions under PAGA based on the factual allegations in the Operative PAGA Complaint and PAGA Notice.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA Penalties (\$35,000.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. The Court has authority under this Agreement to increase (or reduce) the PAGA Penalties up to and including at the final approval hearing.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to the date of mediation, Defendant estimated there were 709 Class Members who collectively worked a total of around 60,604 Workweeks, and approximately 565 Aggrieved Employees who worked a total of around 15,293 Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants preliminary approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 10 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom a Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undeliverable without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Kern County. The Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel along with a proposed amended judgment that is consistent with the provisions of Code of Civil Procedure section 384. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members will release claims against all Released Parties as follows:

- 5.1. **Plaintiff's Release.** Plaintiff, on behalf of his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Class Complaint, (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative PAGA Complaint, Plaintiff's PAGA Notice, or ascertained during the Actions and released under 5.2 below, and (c) any other claims, debts liabilities, demands, damages, obligations, actions and causes of action, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendant, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Plaintiff executes this Agreement ("Plaintiff's Release"). The Plaintiff's Release includes, without limitation: (1) all claims for violation of any federal, state or local statute,

ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to provide meal periods and/or rest breaks, failure to timely pay wages during employment, failure to provide accurate itemized wage statements, failure to timely pay final wages, failure to reimburse business expenses, failure to maintain accurate records, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. The Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that the Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

For purposes of the Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members.

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from any and all claims that were or could have been alleged in the Operative Class Complaint that arose during the Class Period, including without limitation with respect to the following claims: (1) Cal. Lab. Code §§ 1194, 1197, and 1197.1 for unpaid minimum wages; (2) Cal. Lab. Code §§ 510 and 1198 for unpaid overtime wages; (3) Cal. Lab. Code §§ 226.7 and 512(a) for unpaid meal period premiums; (4) Cal. Lab. Code § 226.7 for unpaid rest period premiums; (5) Cal. Labor Code §§ 204 and 210 for wages not timely paid during employment; (6) Cal. Lab. Code § 226(a) for failure to provide accurate wage statements; (7) Cal. Lab. Code §§ 201, 202, and 203 for final wages not timely paid upon termination; (8) Cal. Lab. Code §§ 2800 and 2802 for failure to reimburse necessary business expenses; and (9) Cal. Bus. & Prof. Code §§ 17200, *et seq.* for unfair competition, as well as any potential penalties, interest, or attorneys' fees associated with all of such causes of action under California law. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees.

The State of California with respect to the Aggrieved Employees and Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns shall release the Released Parties from all claims, demands, rights, liabilities, and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative PAGA Complaint, the PAGA Notice (and any amendments thereto), and ascertained in the course of the Actions, arising during or with respect to the PAGA Period, which include but are not limited to California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 226.7(c), 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, *et seq.*, 2699, 2699.3, 2699.5, 2800, and 2802. The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approval.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Preliminary Approval Order; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and

attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), and this Agreement (Labor Code section 2699, subd. (1)(2))); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator, and/or the Cy Pres Recipient. Once finalized through joint efforts, Defendant shall accept service of the Motion (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

- 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtain a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant preliminary approval or conditions preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholding and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
- 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice attached to this Agreement as **Attachment A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3. No later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fifteen (15) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received the Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will

be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fifteen (15) days after receipt of the Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fifteen (15) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's full name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Workweeks and/or Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional fifteen (15) days for Class Members whose Class

Notice is re-mailed) to challenge the number of Workweeks and Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination to the challenges.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fifteen (15) days for Class Members whose Class Notice was re-mailed).

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

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

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

7.8.2. Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the Response Deadline, the

Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by The Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Defendant represents there are a total of 60,604 workweeks as of October 8, 2025. If the actual number of Workweeks worked by Class

Members increases by more than 10%, or 6,060.4 Workweeks, then Defendant shall proportionally increase the Gross Settlement Amount by the Workweeks in excess of 66,664.4 multiplied by the workweek value. The Parties agree that the workweek value amounts to \$29.70 per workweek (\$1,800,000/60,604 Workweeks). Thus, for example, should there be 67,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$9,967.32 (67,000 Workweeks – 66,664.4 Workweeks x \$29.70/Workweek).

- 9. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all of the Administrator’s expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
- 10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s), a proposed Final Approval Order, and a proposed Judgment (collectively, “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

 - 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2. Duty to Cooperate. If the Court does not grant final approval or conditions final approval on any material change to the Settlement (including, but not limited to, the scope of releases to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain final approval. The Court’s decision to award less than the amounts requested for the Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
 - 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of releases to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain final approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administrator's expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10.6. Notice to LWDA. The Final Approval Order and Judgment is to be submitted by Plaintiff to the LWDA within 10 days after entry of the Final Approval Order and Judgment. If Plaintiff does not do so, Defendant has the option, in its sole discretion, to void the Settlement and, in that case, no Gross Settlement Amount will be due and any payments which have been made or distributed shall be immediately returned to Defendant.

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

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant preliminary approval, final approval, or enter the Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness settle the Action will

have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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

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

the assistance of a mediator and/or the Court for resolution.

- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by a Party in this Agreement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14. Enforceability. In any action to enforce this Agreement due to a material breach by a Party, the non-breaching Party shall be entitled to attorneys' fees and costs expended in enforcing the Agreement.
- 12.15. Data Use Restriction and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of the Class Data.

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

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

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

To Plaintiff: **Blackstone Law, APC**
Miriam L. Schimmel
mschimmel@blackstonepc.com
Joana Fang
jfang@blackstonepc.com
Alexandra Rose
arose@blackstonepc.com
Kyle W. Wilson
kwilson@blackstonepc.com
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant: **Musick, Peeler & Garret LLP**
Elaine M. Vukadinovich
e.vukadinovich@musickpeeler.com
Joseph S. Suarez
j.suarez@musickpeeler.com
333 South Hope Street, Suite 2900
Los Angeles, California 90071
Tel: (213) 629-7600 / Fax: (213) 624-1376

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

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

settlement process.

ACCEPTANCE BY PLAINTIFF:

PLAINTIFF JOSE MORENO

Dated: 12/11/2025



Plaintiff Jose Moreno

ACCEPTANCE BY DEFENDANT:

DEFENDANT KERN REGIONAL CENTER

Dated: _____

Full Name: _____

Title: _____

On behalf of Defendant Kern Regional Center

Approved as to Form by Counsel:

BLACKSTONE LAW, APC

Dated: 12/11/2025



Miriam L. Schimmel

Joanna Fang

Alexandra Rose

Kyle W. Wilson

Attorneys for Plaintiff Jose Moreno

MUSICK, PEELER & GARRET LLP

Dated: _____

Elaine M. Vukadinovich

Joseph S. Suarez

Attorneys for Defendant Kern Regional Center

settlement process.

ACCEPTANCE BY PLAINTIFF:

PLAINTIFF JOSE MORENO

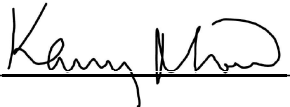
Dated: _____

Plaintiff Jose Moreno

ACCEPTANCE BY DEFENDANT:

DEFENDANT KERN REGIONAL CENTER

Dated: 1/5/2026



Full Name: Karey Morris

Title: Director of Human Resources

On behalf of Defendant Kern Regional Center

Approved as to Form by Counsel:

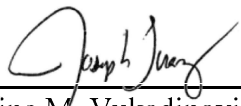
BLACKSTONE LAW, APC

Dated: _____

Miriam L. Schimmel
Joanna Fang
Alexandra Rose
Kyle W. Wilson
Attorneys for Plaintiff Jose Moreno

MUSICK, PEELER & GARRET LLP

Dated: 1/5/2026



Elaine M. Vukadinovich

Joseph S. Suarez

Attorneys for Defendant Kern Regional Center

EXHIBIT A

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

Jose Moreno v. Kern Regional Center
Superior Court of California for the County of Kern, Case No. BCV-24-103353
Jose Moreno v. Kern Regional Center
Superior Court of California for the County of Kern, Case No. BCV-24-104216

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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 Jose Moreno ("Plaintiff") and Defendant Kern Regional Center ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353 ("Class Action") and *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-104216 ("PAGA Action") (together, "Actions"), 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, hourly paid employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from October 2, 2020 through December 8, 2025.

"Aggrieved Employee(s)" means all current and former non-exempt, hourly paid employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from October 1, 2023 through December 8, 2025.

II. BACKGROUND OF THE ACTIONS

On October 1, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Notice"). On October 2, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint ("Operative Class Complaint") in the Class Action. The Class Action is based on the following legal causes of action: (1) Cal. Lab. Code §§ 1194, 1197, and 1197.1 for unpaid minimum wages; (2) Cal. Lab. Code §§ 510 and 1198 for unpaid overtime wages; (3) Cal. Lab. Code §§ 226.7 and 512(a) for unpaid meal period premiums; (4) Cal. Lab. Code § 226.7 for unpaid rest period premiums; (5) Cal. Labor Code §§ 204 and 210 for wages not timely paid during employment; (6) Cal. Lab. Code § 226(a) for failure to provide accurate wage statements; (7) Cal. Lab. Code §§ 201, 202, and 203 for final wages not timely paid upon termination; (8) Cal. Lab. Code §§ 2800 and 2802 for failure to reimburse necessary business expenses; and (9) Cal. Bus. & Prof. Code §§ 17200, *et seq.* for unfair competition. On December 6, 2024, Plaintiff commenced a representative action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA") by filing a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("Operative PAGA Complaint") in the PAGA Action.

Plaintiff contends that Defendant 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 business expenses, and thereby engaged in unfair

business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under 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.

Defendant denies all of the allegations in the Actions, denies that it violated any law, and maintains it has fully complied with the law.

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 Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement ("Administrator"), Plaintiff Jose Moreno 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
Kyle W. Wilson
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 Class Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Class 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 an Aggrieved 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 Aggrieved 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 Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendant, 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 Aggrieved Employees.

Your primary options are the following:

<u>YOUR OPTIONS</u>	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class and/or PAGA Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the Settlement and release your claims in exchange for compensation.
OPT OUT OF CLASS BUT NOT PAGA	You may opt out of the class components of the Settlement by submitting a Request for Exclusion by the response deadline. If you opt out of the class components of the Settlement, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the release provisions in the settlement except for the PAGA release provisions because you cannot opt out of the PAGA components of the Settlement.

OBJECT TO CLASS BUT NOT PAGA	You may object to the class components of the Settlement by submitting a written objection by the response deadline, but not to the PAGA components of the Settlement. If the Court grants final approval of the Settlement despite your objection, you will remain eligible to automatically receive an Individual Class and/or PAGA Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the Settlement.
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Defendant Kern Regional Center will not retaliate against you for any actions you take with respect to the proposed Settlement.

The Court's final approval hearing is scheduled to take place on **[Final Approval Hearing Date]** at **[Final Approval hearing time]** in Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, California 93308. You do not have to attend but you do have the right to appear. *For more information, please carefully read this notice.*

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) (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 one-third (1/3) of the Gross Settlement Amount (i.e., \$600,000.00), and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Award in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his services in the Actions; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Penalties"), of which the LWDA will be paid 65% (\$65,000.00) ("LWDA PAGA Payment") and the remaining 35% (\$35,000.00) will be distributed to Aggrieved Employees; and (4) settlement administration costs in an amount not to exceed Nine Thousand Three Hundred Ninety Dollars and Zero Cents (\$9,390.00) to the Administrator.

After the above amounts approved by the Court are deducted from the Gross Settlement Amount, Class Members are eligible to receive payment of their *pro rata* share of the Net Settlement Amount ("Individual Class Payment") based on the number of weeks each Class Member worked for Defendant in a non-exempt position in California during the Class Period ("Workweeks"). The number of Workweeks you worked are stated on the fourth page of this Notice. The Administrator will calculate your Individual Class Payment by (1) dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members, and then (2) multiplying the result by the number of Workweeks worked by each respective Class Member to yield each Class Member's estimated Individual Class Payment (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") will be issued their final Individual Class Payment.

Each Individual Class Payment will be allocated as fifteen percent (15%) as wages ("Wage Portion"), which will be reported on an IRS Form W-2, and eighty-five percent (85%) as penalties and interest, which will be reported on an IRS Form 1099 (if applicable). Each Individual Class Payment will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Class Payments resulting in a net payment to the Participating Class Member. The employer's share of taxes and contributions in connection with the wages portion of Individual Class Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment of their *pro rata* share of thirty-five percent (35%) of the PAGA Penalties ("Individual PAGA Payment") based on the number of pay periods each Aggrieved Employee worked for Defendant in a non-exempt position in California during the PAGA Period ("Pay Periods"). The number of Pay Periods you worked is stated on the fourth page of this Notice. The Administrator will calculate your Individual PAGA Payment by (1) dividing the thirty-five percent (35%) share of the PAGA Penalties by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (2) multiplying the result by each Aggrieved Employee's individual Pay Periods to yield each Aggrieved Employee's estimated Individual PAGA Payment (which is listed in Section

III.C below).

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

If the Court grants final approval of the Settlement, Individual Class Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the 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 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 (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From October 2, 2020 through December 8, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From October 1, 2023 through December 8, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to challenge the Workweeks and/or Pay Periods credited to you, you must submit your challenge in writing to the Administrator. The challenge must: (a) contain the case name and number of the Class Action (*Jose Moreno v. Kern Regional Center*, Case No. BCV-24-103353); (b) contain your full name, signature, address, email address or telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you challenge the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by fax, email, or mail to the Administrator listed in Section IV.B below, **on or before [Response Deadline]**.

C. Your Estimated Individual Class Payment and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Class Payment 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 Class Payment is estimated to be \$ [REDACTED]. The Individual Class Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment 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 Class Payment and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Class Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from the Released Class Claims.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of California with respect to the Aggrieved

Employees and Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns shall release the Released Parties from the Released PAGA Claims.

“Released Class Claims” means all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from any and all claims that were or could have been alleged in the Operative Class Complaint that arose during the Class Period, including without limitation with respect to the following claims: (1) Cal. Lab. Code §§ 1194, 1197, and 1197.1 for unpaid minimum wages; (2) Cal. Lab. Code §§ 510 and 1198 for unpaid overtime wages; (3) Cal. Lab. Code §§ 226.7 and 512(a) for unpaid meal period premiums; (4) Cal. Lab. Code § 226.7 for unpaid rest period premiums; (5) Cal. Labor Code §§ 204 and 210 for wages not timely paid during employment; (6) Cal. Lab. Code § 226(a) for failure to provide accurate wage statements; (7) Cal. Lab. Code §§ 201, 202, and 203 for final wages not timely paid upon termination; (8) Cal. Lab. Code §§ 2800 and 2802 for failure to reimburse necessary business expenses; and (9) Cal. Bus. & Prof. Code §§ 17200, *et seq.* for unfair competition, as well as any potential penalties, interest, or attorneys’ fees associated with all of such causes of action under California law. Except for the Released PAGA Claims (if applicable), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

“Released PAGA Claims” means the State of California with respect to the Aggrieved Employees and Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims, demands, rights, liabilities, and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative PAGA Complaint, the PAGA Notice (and any amendments thereto), and ascertained in the course of the Actions, arising during or with respect to the PAGA Period, which include but are not limited to California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 226.7(c), 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, *et seq.*, 2699, 2699.3, 2699.5, 2800, and 2802. The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

“Released Parties” means Defendant, and any of its past, present, and/or future, directors, officers, partners, principals, Board members, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, accountants, insurers, predecessors, successors, assigns, DBAs, parents, and subsidiaries.

E. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$600,000.00) (“Class Counsel Fees Payment”) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (“Class Counsel Litigation Expenses Payment”), subject to approval by the Court. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and Aggrieved 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 Award to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Award”), in recognition of his services in connection with the Actions. The Enhancement Award 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 his Individual Class Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Administration Expenses Payment to Administrator

Payment to the Administrator is estimated not to exceed Nine Thousand Three Hundred Ninety Dollars (\$9,390.00) (“Administration Expenses Payment”) 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, written

objections, and challenges to Workweeks and/or Pay Periods, calculating Individual Class 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 Class 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 an Aggrieved 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 Aggrieved 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 Administrator, by fax, email, or mail at the following:

[Administrator]

[Fax]

[Email]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*Jose Moreno v. Kern Regional Center*, Case No. BCV-24-103353; (b) contain your full name, signature, address, email address or 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 fax, email, or mail to the Administrator specified above, **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 Class 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 Participating 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. You cannot request to be excluded from the PAGA portion of the Settlement. Aggrieved 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 Administrator, which must: (a) contain the case name and number of the Action (*Jose Moreno v. Kern Regional Center*, Case No. BCV-24-103353; (b) contain your full name, signature, address, email address or 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 fax, email, or mail to the Administrator listed in Section IV.B above, **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 written objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, California 93308, 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 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Enhancement Award to Plaintiff, and Administration Expenses Payment to the Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

At the following website you can find a link to listen in on the Final Approval Hearing and a Zoom link to participate in the courtroom process: <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>.

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 Actions by registering an account and logging in at <https://odyprodportal.kern.courts.ca.gov/portalprod>, selecting smart search, and searching the case numbers BCV-24-103353 and BCV-24-104216.

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

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 ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 4

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Jue 8 Ene 2026 10:53

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

01/08/2026 10:53:00 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 01/08/2026 10:53:00 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1053909-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>